
CITY OF CLEVELAND, OHIO

DEPARTMENT OF FINANCE



DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

March 25, 2015 & April 1, 2015

BID OPENS- Thursday, April 9 2015

**FILE NO. 47-15 2015 Summer Food Program
(Breakfast & Lunches)**

FOR THE DIVISION OF RECREATION FOR THE
DEPARTMENT OF PUBLIC WORKS and AS
AUTHORIZED BY ORDINANCE 1625-14 PASSED
COUNCIL FEBRUARY 9, 2015

There will be a **NON-MANDATORY** Pre-bid
meeting Thursday, April 2, 2015 at 10:00 a.m.
Located at Cleveland City Hall, Division of
Recreation, 601 Lakeside Avenue, Room 8
Cleveland, Ohio 44114



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CITY OF CLEVELAND
Department of Finance
Division of Purchases and Supplies
City Hall Room
Cleveland, Ohio 44114
216-664-2620

be closed as determined by the Chief of Police and safety forces as may be necessary in order to protect the participants in the event. Said permit shall further provide that the City of Cleveland shall be fully indemnified from any and all liability resulting from the issuance of the same, to the extent and in form satisfactory to the Director of Law.

Section 2. That this ordinance is hereby declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Motion to suspend rules, Charter, and statutory provisions and place on final passage.

The rules were suspended. Yeas 17. Nays 0. Read second time. Read third time in full. Passed. Yeas 17. Nays 0.

Ord. No. 154-15.

By Council Member Cimperman.
An emergency ordinance consenting and approving the issuance of a permit for the Annual Diversity Center Northeast Ohio Walk/Run, on May 2, 2015, sponsored by Hermes Sports and Events, Inc.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That pursuant to Section 411.06 of the Codified Ordinances of Cleveland, Ohio 1976, this Council consents to and approves the holding of the American Lung Association Walk, on May 9, 2015, start: Erieside Avenue at the Rock and Roll Hall of Fame and Museum; Erieside east to Burke Airport loop; go around Burke Airport Loop; North Marginal Road west to East 9th Street; East 9th south to Lakeside Avenue; Lakeside west to West 3rd Street; West 3rd south to St. Clair Avenue; St. Clair west to West 9th; West 9th north to West Lakeside Avenue (under Main Avenue bridge); West Lakeside east to West 3rd; West 3rd north to Erieside; Erieside east to Rock and Roll Hall of Fame and Museum—finish line; provided that the applicant sponsor shall meet all the requirements of Section 411.05 of the Codified Ordinances of Cleveland, Ohio, 1976. Streets may be closed as determined by the Chief of Police and safety forces as may be necessary in order to protect the participants in the event. Said permit shall further provide that the City of Cleveland shall be fully indemnified from any and all liability resulting from the issuance of the same, to the extent and in form satisfactory to the Director of Law.

Section 2. That this ordinance is hereby declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Motion to suspend rules, Charter, and statutory provisions and place on final passage.

The rules were suspended. Yeas 17. Nays 0. Read second time. Read third time in full. Passed. Yeas 17. Nays 0.

SECOND READING EMERGENCY ORDINANCES PASSED

Ord. No. 1551-14.

By Council Member Cleveland.

An emergency ordinance to waive the setting fees at Woodland Cemetery for a monument honoring veterans of the War of 1812.

Approved by Directors of Public Works, Finance, Law; Passage recommended by Committees on Municipal Services and Properties, Finance.

The rules were suspended. Yeas 17. Nays 0. Read second time. Read third time in full. Passed. Yeas 17. Nays 0.

Ord. No. 1556-14.

By Council Members K. Johnson, Brancatelli and Kelley (by departmental request).

An emergency ordinance authorizing the Director of Capital Projects to accept a donation of land from the Ohio Department of Transportation located at West 11th Street and West 12th Street and I-490; to enter into an agreement with ODOT for the donation; and to enter into a property adoption agreement with Tremont West Development Corporation to maintain the land and pathway.

Approved by Directors of Capital Projects, City Planning Commission, Finance, Law; Passage recommended by Committees on Municipal Services and Properties, Development Planning and Sustainability, Finance.

The rules were suspended. Yeas 17. Nays 0. Read second time. Read third time in full. Passed. Yeas 17. Nays 0.

Ord. No. 1559-14.

By Council Members K. Johnson and Kelley (by departmental request).

An emergency ordinance authorizing the Director of Public Works to enter into a Lease by Way of Concession with the Cleveland Browns Stadium Co., LLC for operation of a parking lot, owned by the City of Cleveland, for members of the media during Cleveland Browns games, for a period of five years with one five-year option to renew.

Approved by Directors of Public Works, City Planning Commission, Finance, Law; Passage recommended by Committees on Municipal Services and Properties, Finance, when amended, as follows:

1. In Section 2, lines 5 and 6, strike "five-period, exercisable by the Director of Public Works." and insert "five-year period, which shall be exercisable through additional legislation and will allow the Director of Public Works to enter into the option term."

Amendment agreed to.

The rules were suspended. Yeas 17. Nays 0. Read second time. Read third time in full. Passed. Yeas 17. Nays 0.

In compliance with Section 33 of the Charter a copy of the legislation was furnished to each member of Council before final passage.

Ord. No. 1588-14.

By Council Members Mitchell, K. Johnson, Brancatelli and Kelley (by departmental request).

An emergency ordinance to vacate a portion of East 97th Street.

Approved by Directors of Capital Projects, City Planning Commission, Finance, Law; Passage recommended by Committees on Municipal Services

and Properties, Development Planning and Sustainability, Finance.

The rules were suspended. Yeas 17. Nays 0. Read second time. Read third time in full. Passed. Yeas 17. Nays 0.

Ord. No. 1589-14.

By Council Members Cleveland, K. Johnson, Brancatelli and Kelley (by departmental request).

An emergency ordinance to vacate a portion of East 38th Place.

Approved by Directors of Capital Projects, City Planning Commission, Finance, Law; Passage recommended by Committees on Municipal Services and Properties, Development Planning and Sustainability, Finance.

The rules were suspended. Yeas 17. Nays 0. Read second time. Read third time in full. Passed. Yeas 17. Nays 0.

Ord. No. 1625-14.

By Council Members K. Johnson and Kelley (by departmental request).

An emergency ordinance authorizing the Director of Public Works to apply for and accept a grant from the Ohio Department of Education for the 2015 Summer Food Service Program; authorizing the purchase by requirement contract of breakfasts and lunches and for food, food products, beverages, condiments and paper products to implement the grant, for the Division of Recreation, Department of Public Works; and authorizing the Director to contract with various non-profit organizations for the implementation of the Program.

Approved by Directors of Public Works, Finance, Law; Passage recommended by Committees on Municipal Services and Properties, Finance.

The rules were suspended. Yeas 17. Nays 0. Read second time. Read third time in full. Passed. Yeas 17. Nays 0.

Ord. No. 1631-14.

By Council Members K. Johnson, Brancatelli and Kelley (by departmental request).

An emergency ordinance authorizing the Director of Capital Projects to issue a permit to The Board of Park Commissioners of the Cleveland Metropolitan Park District to encroach into the public right-of-way of Scranton Road by installing, using, and maintaining an overhead pedestrian bridge as part of Segment 1A of the Lake Link Trail; authorizing the Director of Public Works to execute a deed of easement for certain easement interests in property needed to implement the improvement and declaring the easement interest not needed for the City's public use; and authorizing one or more agreements to implement Segment 1A of the Lake Link Trail Project.

Approved by Directors of Public Works, Capital Projects, City Planning Commission, Finance, Law; Passage recommended by Committees on Municipal Services and Properties, Development Planning and Sustainability, Finance.

The rules were suspended. Yeas 16. Nays 0. Read second time. Read third time in full. Passed. Yeas 16. Nays 0.

Pursuant to Rule 19 of the Rules of Council, Council Member Cimperman recused himself from the vote regarding Ordinance No. 1631-14.

City of Cleveland

DEPARTMENT OF FINANCE
SHARON DUMAS
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES
TIFFANY WHITE
COMMISSIONER

BIDDER'S CHECK LIST

The City of Cleveland requires that each bid submitted must comply with certain legal requirements to be considered a valid and formal bid. The checklist below is provided to assist in avoiding rejection of your bid due to omission of required information or forms.

CHECK WHEN COMPLETED

A. Bid/Schedule of Items

- ☐ 1. Is (are) the bid page(s) completed as required **and** signed in the upper right-hand corner?
- ☐ 2. Are all prices (whether Unit, or Gross and extensions) clearly and accurately presented?
- ☐ 3. Is the delivery time stated? Is the payment discount given?

B. Bid Bond

- ☐ 1. Is the bond made out in the names of and signed by both the principal **and** surety?
- ☐ 2. Is the bond amount sufficient for the amount of the bid?
- ☐ 3. Is there a power of attorney attached to the bond?

C. Bid Check (if submitted in lieu of Bid Bond)

- ☐ 1. Is the check in an amount sufficient for the amount of the bid?
- ☐ 2. Is the check either properly certified or a cashier's check?
- ☐ 3. Is the Check made payable to: THE CITY OF CLEVELAND?

D. Bid Form (not to be confused with the Bid Bond)

- ☐ 1. Is all the required information given?
- ☐ 2. Is the form signed?

E. Affidavit

- ☐ 1. Does the affidavit contain all the information required ON BOTH SIDES?
- ☐ 2. Is it properly Signed? Is it properly notarized by a Notary Public?

F. Contract Compliance Certifications for Bid Consideration

- ☐ 1. Do you have a contract compliance certification number or a minority/female business enterprise certification number? If you do not have necessary certification numbers, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- ☐ 2. Is your contract compliance certification certificate, statement of deemed compliance, or an application for certification included in the bid?
- ☐ 3. If you are a Minority/Female/Cleveland Small Business Enterprise and or Local Producer/ Local Sustainable Business, do you include your MBE/FBE/LPE/SUBE certification certificate, or a completed application therefore, in addition to the certification requirements listed in number 2 under Section F?
- ☐ 4. Have you completed the CONTRACT EMPLOYMENT REPORT (Item 12, Page 1 – Schedule 1) **which must be submitted with your bid?**

G. Bid Envelope

- ☐ 1. Is the envelope identified with the correct title of the bid and the due date?
- ☐ 2. Is the envelope securely sealed?

H. Performance Bond

- ☐ 1. Will you be able to furnish the required Performance Bond referred to in paragraph A-25 of INSTRUCTIONS TO BIDDERS, and in paragraph B-8 of General Conditions?
- ☐ 2. Notice: A certified or cashier's check **is not acceptable in lieu of a Performance Bond!**

I. Federal Tax ID Form

- _____ 1. Is all the required information given?
_____ 2. Is the form signed?

J. Northern Ireland Fair Employment Practices Disclosure

- _____ 1. Is all the required information given?
_____ 2. Is the form signed?

K. Project Plan

- _____ 1. Is all the required information given?

L. Contractor Qualifications from Part 1 of Item 8

- _____ 1. Is all the required information given?

K. Please Note:

- _____ 1. Because of the large variety of commodities, services and improvements required by the City, additional information is often requested in a format not listed above. In such a case, **please review your bid carefully to verify that you have accurately and completely supplied all such data.** Should you have any questions, please call the Division of Purchases and Supplies (216/664-2620) for clarifications.
_____ 2. All plans and specifications **must** be returned with the bid.

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

Sealed bids endorsed as designated in the "Title of Bid" section of the bid sheet(s) will be received at the Office of the Commissioner of Purchases and Supplies, Room 128, Cleveland City Hall, Cleveland, Ohio 44114, until 12:00 o'clock noon, official time, on the date indicated in the "Bid Opening" section of Page 1 of the bid page(s) and thereafter will be publicly opened and read in Room 128.

A-2 FORM OF BID (BID FORM)

- a. Every bid must be made upon the blank form of bid attached hereto.
- b. Each bid must be clearly signed with the full name and address of every person, firm or corporation interested in such bid, followed by the date of such signing, in the space provided at the bottom of the bid form. If more than one person, firm or corporation has an interest in such bid, then the full name and address of each person, firm or corporation must be clearly signed on said bid. If the bidder is a partnership, the firm name and address, as well as the name and address of each individual partner must be given. If the bidder is a corporation, the name of the corporation, the name and title of the officer duly authorize to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.
- c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.
- d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

A-3 BIDDERS AFFIDAVIT

Each bidder shall submit with its bid an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further stating that no such money or reward will be hereafter paid. This affidavit must be on the form which is hereto attached.

A-4 BID BOND: CERTIFIED OR CASHIER'S CHECK

Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of five percent (5%) of the amount of the bid, except that with bids for purchase contracts not in excess of Fifty Thousand Dollars (\$50,000). Said bond or check shall be given as security that if the bid is accepted a contract will be entered into and the performance of it properly secured.

A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK

- a. When the bid is accepted, the bid bond, certified or cashier's check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.
- b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier's check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.
- c. The bid bond, certified or cashier's check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.
- d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

A-6 EXPLANATIONS WRITTEN OR ORAL

Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

A-7 PRICE BIDS AND DISCOUNTS

- a. Unit Prices
In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the space so provided.
- b. Trade Discounts
When the bidder offers a trade discount, the amount of such discount shall be stated on the Schedule of Items bid.
- c. Catalog Pricing
Where the bidder submits its quotation by filing its catalog price list and discount, such documents shall be part of the bid and must be separately signed by the same person and in the same manner as on the bid form.

A-8 BIDDER'S DESCRIPTION OF ITEMS

- a. Each bidder shall, in its bid, describe completely the goods or services it proposes to furnish in response to and under the terms of the bid.
- b. The Commissioner of Purchases and Supplies may require a bidder to furnish additional information and/or specifications concerning items to be purchased under the terms of the bid.

A-9 MANUFACTURER'S NAME

- a. The use of a manufacturer's or a trade name in the specifications is solely for the purpose of designating a standard of quality and type and for no other purpose.
- b. Every bidder shall state in its Schedule of Items bid the manufacturer's and the trade name, if any, of each item they propose to furnish.

A-10 SAMPLES

If the commissioner of Purchases and Supplies requests, a bidder shall provide samples of the items it proposes to furnish if awarded a contract pursuant to its bid.

A-11 TIME OF DELIVERY

Bidder must state in its bid the time, in calendar days, within which it will deliver the item(s) bid unless stated differently in the specifications.

A-12 PAYMENT DISCOUNT WHEN USED TO DETERMINE LOWEST AND BEST BID

- a. In determining the lowest and best bid, the City will consider all bids on a basis of the net price to be paid after deduction of the discount specified; except that if the terms of payment specified by the bidder require payment in less than thirty (30) days from the date of the invoice, the discount offered will not be deducted from the price stated in the bid to determine the lowest and best bidder, and the bid will be considered only on the basis of the unit price actually named in the bid. But if, notwithstanding the provisions of this paragraph such bid is determined to be the lowest and best bid, the City reserves the right to accept the terms named in the bid if such terms are to the advantage of the City as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best bidder.
- b. The City will take a discount of two percent (2%) on payments made within thirty (30) days from receipt of articles, commodities, materials, supplies, equipment or services, unless the bidder indicates otherwise on the space provided on the Schedule of Items bid.

PARAGRAPHS A-13 THROUGH A-15 APPLY ONLY IF THE "REQUIREMENT CONTRACT" BLOCK IS CHECKED ON PAGE 1 OF THE *SCHEDULE OF ITEMS* AND ON THE *BID FORM*.

A-13 REQUIREMENT CONTRACT DEFINED

- a. A requirement contract is a contract under which the contractor has a duty to provide the City's requirements during the contract term for all articles, commodities, supplies, materials, equipment and/or services set forth in the bid and required by the City's authorized users of the items approved for contract.
- b. A contract awarded under this bid will be termed a requirement contract.

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT

- a. Under a requirement contract, a contractor shall supply all the City's requirements during the term for the articles, commodities, supplies, materials, services or equipment set forth in the *Invitation to Bid*. See GENERAL CONDITIONS, Section B-24, **Duration of Contract**.
- b. If the *Schedule of Items* in the *Invitation to Bid* is marked "requirement contract," then all quantities stated in the *Schedule of Items* are the City's good-faith estimates only. The City shall place each order under the

contract, whether singly or cumulatively more or less than the estimated quantities set forth in the *Schedule of Items*, by a Delivery Order against the contract and separately certified.

A-15 LIMITATION OF PERIOD OF CONTRACT

If the proposed duration of the contract would deprive the City of the best available market price, the bidder may offer an alternate bid as to duration of the contract, setting forth in the bid the longest period of time it can furnish and deliver the proportionate amount of items at the firm price set forth in the bid. No other provision of the Invitation to Bid shall be subject to an alternate bid unless specifically requested.

A-16 BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$50,000).

a. Bid Discounts under Sections 187.03 and 187.05. If the bid of any prime contractor that is a CSB, MBE, FBE or a CSB, MBE or FBE joint venture is no more than five percent (5%) higher than the lowest actual bid for a contract that is not from a CSB, MBE, FBE or a CSB, MBE or FBE joint venture, the contracting department shall apply a Bid Discount of five percent (5%) to the CSB, MBE, FBE or CSB, MBE or FBE joint venture bid for the purpose of establishing a Comparison Bid. The City of Cleveland shall use the following ranking in determining who receives the preference:

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.
5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed \$50,000.00.

b. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE); provided that the maximum total Bid Discount applied under Section 187A.02 (a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02 (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02 (a) shall not exceed \$50,000.

c. Maximum Cumulative Amount of All Bid Discounts:

The maximum cumulative amount of all Bid Discounts that may be applied to the bid under Sections 187.03, 187.05, and 187A.02 shall not exceed \$75,000.00, or nine percent (9%), whichever is lower.

d. Comparison Bid to Determine Lowest and Best Bidder:

The City shall determine the Comparison Bid by totaling all applicable Bid Discounts under Sections 187.03, 187.05, and 187A.02. The City shall use the Comparison Bid in determining the lowest and best or lowest responsible bidder for the purpose of awarding the contract. If more than one CSB, MBE, FBE, LPE, SUBE or CSB, MBE, FBE LPE, SUBE joint venture prime contractor in the respective category submits a bid that is no more than five percent (5%) higher than the lowest actual bid that is not from a CSB, MBE, FBE, LPE, SUBE or from a CSB, MBE, FBE, LPE, SUBE joint venture, the contracting department shall recommend the CSB, MBE, FBE, LPE, SUBE, or CSB, MBE, FBE, LPE, SUBE joint venture submitting the lowest bid, after the inclusion of all applicable prime and subcontractor discounts, as the lowest and best or lowest responsible bidder.

The City shall use the Comparison Bid amount determined by applying the bid discounts described in Articles A-16A, and A-16B, above for evaluation purposes only; the City shall use the actual bid amount for the purposes of bid approval and contract award.

e. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.

A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000).

Bidders are required to actively participate and demonstrate good faith in attempting to meet all OEO goals for this procurement. A good faith effort to meet certified CSB, MBE, and/or FBE subcontractor participation goals as established in this contract is of the essence of the contract.

Good faith participation shall include:

1. Active cooperation in making and documenting a serious effort to gain and maintain participation from certified businesses at or above the specific goals set for this procurement;
2. Achieving or exceeding the CSB/MBE/FBE goals set for this particular procurement and/or documenting the practical steps taken by the bidder in attempting to comply;
3. Active attendance and participation in all prebid meetings, Notice to Proceed meetings, and progress meetings during the contract;
4. Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,
5. Timely and accurate submittals of all required forms, including, but not limited to, electronic monitoring forms, employment reports and certified payrolls if applicable.

The final determination of good faith effort shall be made by the Office of Equal Opportunity based upon each bidder's actions as documented in the required forms and as verified by OEO follow up.

A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000).

Sections 187 and 187A of the Codified Ordinances of the City of Cleveland Ohio, the Cleveland Area Business Code, in its entirety, whether reproduced in whole or in part within these documents, as well as the Cleveland Area Business Code Notice to Bidders & Schedules included in this bid document, shall become part of any contract awarded pursuant to this Invitation to Bid. Compliance with Section 187 and 187A is of the essence of the contract.

A-19 SUBCONTRACTING:

a. Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE.

- b. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.
- c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.
- d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

NOTE: Section 181.23 and Section 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF _____ }
COUNTY OF _____ } SS

AFFIDAVIT

_____ being first duly
sworn deposes and says:

Individual only: That he/she is an individual doing business under the name
of _____, at _____
_____, State of _____

Partnership only: That he/she is the duly authorized representative of a partnership
doing business under the name of _____
_____, in the City of _____
_____, State of _____

Corporation only: That he/she is the duly authorized, qualified and acting _____
_____ of _____
_____, a corporation organized and existing under the
laws of the State of _____
And that he/she said partnership or said corporation is filling
herewith a bid to the City of Cleveland in conformity with the
foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate
list of the names and addresses of all persons interested in said
proposed contract _____

Affiant further says that he/she is represented by the following
attorneys: _____
and is also represented by the following resident agents in the City
of Cleveland: _____

Partnership only: Affiant further says that the following is a complete and accurate
list of the names and addresses of the members of said
partnership: _____

Affiant further says that said partnership is represented by the
following attorneys: _____
and is also represent by the following resident agents in the City of
Cleveland: _____

Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President:

Directors:

Vice President:

Secretary:

Treasurer:

Cleveland Manager or Agent

Attorneys:

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to

(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) 

Sworn to before me and subscribed in my presence this _____ day of _____,
20____.

Notary Public

VENDOR INFORMATION FORM

Please fill in:

Business Name _____

IRS Reporting Name _____

Business Address _____ City _____

State _____ Zip _____ Telephone _____

Toll Free Number 800 _____

Vendor Fax Number _____

Vendor Email Address _____

Ordering Address _____

State _____ Zip _____ Telephone _____

Remit Address _____ City _____

State _____ Zip _____ Telephone _____

Contact Person (ordering) _____ (remit) _____

PLEASE INCLUDE THE ABOVE INFORMATION
WHEN SUBMITTING YOUR BID OR PROPOSAL

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

| | | |
|---|---|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | |
| | <input type="checkbox"/> Exempt from backup withholding | |
| | Address (number, street, and apt. or suite no.) | |
| | City, state, and ZIP code | Requester's name and address (optional) |
| | List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

| | | |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|-----------|----------------------------|--------|

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the law of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases when Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is partner in a partnership conducting a trade or business in United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the enti

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|--|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt recipients 1 through 7 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN only by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|--|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account, or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ³ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or single-owner LLC | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Sole proprietorship or single-owner LLC | The owner ³ |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

as Principal, and

a corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto

THE CITY OF CLEVELAND

as Obligee, in the penal sum of _____

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 20_____.

WHEREAS, the said principal is herewith submitting bid for

Now, THEREFORE, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL _____

BY: _____

TITLE _____

By _____
Attorney in Fact

CITY OF CLEVELAND

BID FORM

STANDARD CONTRACT BID

~~—X—~~ REQUIREMENT CONTRACT

TO: Tiffany White

The Commissioner of Purchases and Supplies:

BID FOR 2015 Summer Food Program (Breakfasts & Lunches)

For The Department of Public Works

The Undersigned proposes to furnish the above articles, commodities, materials, supplies, equipment, or services ("items"), and to accept as full compensation therefor the price per unit multiplied by the number of units of such items purchased hereunder, (which units and bid prices therefor are set forth in the Schedule of Items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory performance bond within ten (10) working days, excluding Saturdays, Sundays and holidays, after notice of award of contract has been received.

The Undersigned further certifies that he (as the individual, firm or corporation making his bid) is not in arrears or default to the City of Cleveland upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The Undersigned deposits with the bid a Bid Bond to the City of Cleveland signed by a surety company authorized to do business in Ohio, in the sum of \$ _____

Or a cashier's check or certified check on a solvent bank in the sum of \$ _____

Payable to the City of Cleveland, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond as required of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the total price bid and in conformity with the provisions of the Codified Ordinances of Cleveland, Ohio 1976.

The Undersigned further agrees that if the bid is accepted and contract awarded and he shall fail to execute said contract and furnish the satisfactory performance bond, if required, within the time above specified, then the City may, at its option, declare the contract abandoned and his bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

THE UNDERSIGNED UNDERSTANDS THAT THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The firm, corporation, or individual name
MUST BE SIGNED IN SPACE INDICATED.
ERASURES MAY INVALIDATE THIS BID.

If the bidder is a firm or corporation, the title
Of the officer signing and the State in which
Incorporated must be indicated

SIGN HERE

CORPORATION OR FIRM

BY _____

TITLE OF OFFICER _____

BUSINESS ADDRESS OF BIDDER _____

STATE OF INCORPORATION _____



City of Cleveland Memorandum

Frank G. Jackson, Mayor

March 19, 2015

Dear Potential Bidder:

The City of Cleveland will be accepting sealed bids for breakfast and lunch unitized meals. Attached is a copy of the Invitation for Bid and Contract for a program period beginning June 1st, 2015 and ending August 14th, 2015.

All bidders/vendors are required to have a Food Safety License and/or Meat/Poultry Inspection License from the Ohio Department of Agriculture. Any bidder which is awarded this contract must agree to adhere to the specifications and conditions stated in the Invitation for Bid and Contract. If you wish to submit a bid for the preparation and delivery of meals for this program, please read the attached contract thoroughly and complete the following contract sections:

1. Page 2, Section A, Number 8 Column G & I and Numbers 9 through 14
2. Page 3, Section B, check the appropriate box and sign and date
3. Page 4, Section B, sign and date certification and bidder submission of bid certification

Three completed copies of the entire bid packet are to be submitted along with a copy of current catering license and if applicable, a copy of current certification of Federal or State meat inspection. Bids will be received at City of Cleveland, Division of Purchase and Supplies, 601 Lakeside Avenue, Room 128 by 12:00 noon on Thursday, April 9, 2015. The bid opening will be conducted on Thursday, April 9, 2015 at 12:00 noon.

The City of Cleveland reserves the right to reject any and all bids, to waive any informality in bidding, and to award the contract in its best interest. If you have any additional questions regarding the Invitation for Bid and Contract, please contact the Division of Purchases and Supplies at 216-664-2620.

If you choose not to submit a bid for this contract, please complete the bottom of this page and return this letter to: City of Cleveland, City Hall, Division of Recreation, 601 Lakeside Avenue, Room 8, Cleveland, OH 44114.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael E. Cox".

Michael E. Cox, Director
Department of Public Works

POTENTIAL BIDDER RESPONSE:

Complete below and return entire letter to agency if not submitting a bid.

The _____ declines to submit a bid for meal service for your agency.

(Name of Food Service Management Company)

(Signature of Vendor's Authorized Representative)

(Date)

BID — SCHEDULE OF ITEMS

| | | | | |
|---|------------------|--|---|----------------|
| City of Cleveland Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114 | | | BID PAGE <u>1</u> OF <u>1</u> BIDDER MUST COMPLETE & SIGN BELOW | |
| TITLE OF BID 2015 SUMMER FOOD PROGRAM (BREAKFASTS & LUNCHES) | | | NAME OF FIRM | |
| | | | STREET ADDRESS | |
| ORDINANCE NO. 1625-14 | PASSED 2/9/15 | SIGNED | CITY | STATE ZIP CODE |
| DEPARTMENT OF Public Works | | Division Recreation | AUTHORIZED SIGNATURE | |
| CITY RECORD ADVERTISEMENT DATES | | <input type="checkbox"/> STANDARD CONTRACT BID <input checked="" type="checkbox"/> REQUIREMENT CONTRACT BID | DATE | |
| BUYER J. Gilliam 664-2626 jgilliam@city.cleveland.oh.us | | BID OPENING | 12:00 O'CLOCK NOON OFFICIAL TIME | |

| DESCRIPTION | QTY. | UNIT PRICE | EXTENSION |
|---|------|--------------------|--------------------------------|
| I. <u>Item</u> 2015 Summer Food Program – (BREAKFASTS & LUNCHES) PLEASE SIGN, DATE, COMPLETE THIS PAGE; SEE SUBSEQUENT “SCHEDULE of ITEMS SHEET” FOR BIDDING INFORMATION <div style="text-align: right;"> (A) BREAKFASTS TOTAL (B) LUNCHES TOTAL GRAND TOTAL </div> PLEASE NOTE: ACCORDING TO FEDERAL REGULATIONS FOOD SERVICE MANAGEMENT COMPANIES MUST SUBMIT A BID BOND IN AN AMOUNT OF 5% OF THE VALUE OF THE CONTRACT. CASH, CERTIFIED CHECKS, LETTERS OF CREDIT AND ESCROW ACCOUNTS ARE NOT ACCEPTABLE SUBSTITUTES FOR THE BID BOND. ALL ITEMS ARE APPROXIMATE QUANTITIES. THIS CONTRACT IS FOR A PERIOD OF THREE (3) MONTHS (JUNE, JULY & AUGUST) FOR BREAKFAST & LUNCH PROGRAMS. Please Note: A Non- <u>Mandatory</u> pre-bid meeting will be schedule for <u>4/21/15</u> at City Hall in room 8 at 10:00 am to respond to any questions. | | | |
| ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL | | DELIVERY (Days) | PAYMENT DISCOUNT % Days |

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| | FOR PURCHASING USE ONLY |
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**OHIO DEPARTMENT OF EDUCATION
OFFICE FOR CHILD NUTRITION
SUMMER FOOD SERVICE PROGRAM**

**INVITATION FOR BID AND CONTRACT
(FORMAL SEALED BID METHOD OF PROCUREMENT)**

For

FISCAL YEAR 2015

2/2015

INVITATION FOR BID AND CONTRACT

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INVITATION FOR BID AND CONTRACT

(Formal Sealed Bid Method of Procurement)

SECTION A

This document contains an invitation to bid for the furnishing of meals (unitized if applicable) to be served to children participating in the Summer Food Service Program established by the United States Department of Agriculture (7CFR Part 225) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the sponsor. *The individual signing as the authorized representative must be authorized to commit the agency to legal and binding agreements.* The State agency does not in any way become a party to any contract between a sponsor and a bidder. The sponsor has full responsibility for seeing that the terms of the contract are fulfilled. The State agency has no involvement with the enforcement of the contract; however, payment can be denied for all meals received under an invalid contract. It is preferred that the sponsor develop procurement contracts that coincide with the SFSP fiscal year of October 1 through September 30 but it is permissible for the contract year to be any 12-month or appropriate period.

| | | | |
|---|--|---|--|
| SPONSOR (complete numbers 1 through 8 E) | | 2. Bid Number (if applicable) | |
| 1. Name of Institution CITY OF CLEVELAND | | 3. Bid Due Date APRIL 9, 2015 | |
| Street Address 601 LAKESIDE AVE. RM 8 | | Time 12:00NOON | |
| City CLEVELAND State OH Zip 44114 | | 4. Bid Opening Date APRIL 9, 2014 | |
| Telephone 216-664-3987 Fax 216-664-4675 | | Time 12:00NOON | |
| Contact Person MARILYN HENDERSON | | 5. Contract Commencement Date | |
| PERFORMANCE BOND PERCENTAGE REQUIRED FOR BIDS \$150,000 AND OVER 25% | | 6. Contract Expiration Date ONE YEAR FROM DATE OF EXECUTION | |
| | | BID BOND PERCENTAGE REQUIRED (SPONSOR SHALL INSERT APPROPRIATE PERCENTAGE FROM 5% TO 10%) | |

GEOGRAPHIC PREFERENCE

7. ☒ No Sponsor will not apply geographic preference as criteria in awarding this SFSP IFB

☐ Yes Sponsor will give bid award preference points to vendor if geographic preference is used by vendor in procuring unprocessed locally grown or locally raised agricultural products (see explain at bottom of page). The application of the preference points apply only to determining the winning bidder and does not affect the actual unit price per meal that the vendor has submitted and will paid for meals provided.

If yes, the Sponsor must establish and list below any geographic preference criteria and their definition for the term "locally" in regards to the vendor's procurement of unprocessed locally grown or locally raised agricultural products. Note: Criteria and definition must not be established or defined in a way that unnecessarily limits competition.

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It is the Sponsor's responsibility to determine if throughout the course of this contract that the Vendor has complied and met the geographic preference criteria and definition as stated above.

Unprocessed agricultural products" means only those agricultural products that retain their inherent character. The effects of the following handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different inherent character: cooling, refrigerating, freezing; size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shredding, and grinding; drying/dehydration; washing; the application of high water pressure or "cold pasteurization"; packaging (such as placing eggs in cartons) and vacuum packing and bagging (such as placing vegetables in bags); butchering livestock, fish and poultry; and the pasteurization of milk.

SECTION A continued

| 8. Price Schedule | | Sponsor Complete | | Sponsor Complete | | Bidder Complete | | Bidder Complete |
|-----------------------|------------|---|----------------------|--|----------------------|---------------------|---------------|--|
| Column A | Column B | Column C | Column D | Column E | Column F | Column G | Column H | Column I |
| Type of Meal | Age Group | Estimated Total Number of Meals per Day | X (Multiplied by) | Estimated Total No. Days to be Vended per Contract | X (Multiplied by) | Unit Price per Meal | = (Equals) | Estimated Total Meal Cost per Contract |
| Breakfast | School Age | 200 | X | 50 | X | | = | \$ |
| AM Snack | School Age | | X | | X | | = | \$ |
| Lunch | School Age | 2000 | X | 50 | X | | = | \$ |
| PM Snack | School Age | | X | | X | | = | \$ |
| Supper | School Age | | X | | X | | = | \$ |
| Eve Snack | School Age | | X | | X | | = | \$ |
| (Total Estimated Bid) | \$ | | | | | | | |
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BIDDER (Complete number 8, Columns G & I in chart above, and numbers 9 through 14)

9. ☐ Yes ☐ No Vendor agrees to meet geographic preference criteria and Sponsor definition as stated above during this contract period.

10. PROMPT PAYMENT DISCOUNT of _____% for payment within _____days.

11. ☐ Yes, this bid covers ALL sites as listed in this contract.
☐ No. If no, bidder may bid on one or all sites if this a multi-site contract only if the sponsor has indicated such in the Public Notice of Intent to Contract advertisement. List specific site names and locations:

12. ☐ Yes ☐ No The bidder will have an employee present at the sites during the serving of the meal/snack.

14. Are the following documents attached? (check if yes)
_____Food Service License (not required), _____Food Safety Registration, _____Meat/Poultry Inspection License

SECTION B

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND NON-COLLUSION

BIDDER:

- A. By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:
1. The prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition or to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor;
 3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition;
 4. The bid of this organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- B. Each person signing this contract on behalf of the bidder certifies that: (INDICATE WHICH IS APPLICABLE)
- ☐ 1. He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, will not participate, in any action contrary to (A)(1) through (A)(4) above.
- ☐ 2. He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(4) above and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(4) above.
- C. A Certification of Clean Air and Water Practices must also be completed by any bidder whose bid exceeds \$150,000 in anticipated program payments or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$150,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [42 USC 1856C-8(c)(1)] or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or is not otherwise exempt.
1. Any facility to be utilized in the performance of this contract (check one: _____ has _____ has not been listed on the Environmental Protection Agency List of Violating Facilities.
 2. He/she will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, US Environmental Protection Agency, indicating that any facility which he/she proposed to use for the performance of the contract is under consideration to be listed on the EPA list of violating facilities.
 3. He/she will include substantially this certification in every non-exempt subcontract.
- D. To the best of my knowledge, this vending organization, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of
Authorized Representative, Bidder

Title

Date

SECTION B continued**BIDDER****CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

NOTE: Lower tier participant refers to bidder/vendor

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

Contracts equal to or greater than the \$150,000 threshold require this signed certification statement from all responsive bidders. Completion of this certification statement is also highly recommended for all contracts under \$150,000.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BIDDER: BEFORE COMPLETING CERTIFICATION BELOW, READ INSTRUCTIONS ON PAGE 5.

Signature of
Authorized Representative, Bidder

Title

Date

BIDDER SUBMISSION OF BID CERTIFICATION

By submission of this bid, the bidder certifies that, in the event he/she receives the contract award under this solicitation, he/she shall operate in accordance with all applicable, current Program regulations. This contract shall be in effect for one year and may be renewed by mutual agreement with option to renew yearly, not to exceed four additional years

Name of Bidder

Mailing Address

Street Address (if different from mailing)

Telephone

Fax

Print or Type Name of Authorized Representative,
Bidder

Signature of Authorized Representative, Bidder (in ink)

Title

Date

SPONSOR: AWARD OF CONTRACT (sponsor complete this part upon awarding the contract)

In accepting this bid and awarding this contract, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may have jeopardized the independence of the bid referred to above.

Print or Type Name of Authorized Representative,
Sponsor

Signature of Authorized Representative, sponsor (in ink)

Title

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
2. The certification in this clause is a material representative of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted, if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SECTION C: INSTRUCTIONS TO BIDDERS

1. Definitions

As used herein:

- (a) **"Aggregate"** When procurements aggregate (add up) to more than \$150,000 for for-profit agencies and non-profit agencies, formal sealed bidding methods must be used to obtain a vendor. It is, therefore, important to define an "aggregate procurement" so that State agencies (SAs) and local agencies (LAs) know when formal methods must be employed and when less formal methods are appropriate. Beyond this, the issue is important in that aggregating and the use of formal procurement methods are widely recognized means of lowering per unit costs and making maximum efficient use of funds.

An aggregate procurement is the sum total of goods or services which can logically be purchased from one vendor during one year (either program, fiscal, or calendar year). As an example for non-profit agencies, a sponsor may be able to project from past years' usage that it will require roughly \$35,000 worth of canned vegetables, \$55,000 worth of canned fruits, and \$61,000 of canned fruit juices during a year. If commercial distributors are available from whom the full range of canned products could be purchased, the sponsor should aggregate all its canned goods needs into one bid contract.

The requirement to aggregate goods on a yearly basis applies to all services where annual needs can be anticipated such as all staples, nonperishable foods, nonfood goods and supplies, and items purchased by standing order (such as milk or ice cream). This requirement does not apply, however, in the case of fresh produce, meat, or frozen goods which, due to their perishability and/or rapid market fluctuations, are necessarily purchased more frequently. However, if in the course of purchasing a perishable item on a weekly, monthly, or bi-monthly basis, the perishables aggregate to more than \$150,000 for that period, they too should be formally procured through formal sealed bidding or competitive negotiation.

Please note that any attempt to divide an aggregate procurement unnecessarily is a violation of the intent of Federal procurement regulations and may result in the disallowance of claims for reimbursement. The only exception to this rule is the division of aggregate purchases for the purpose of encouraging the participation of small, minority, or other disadvantaged businesses.

- (b) **"Bid"** means the bidder's offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- (c) **"Bidder"** means a food service management company submitting a bid in response to the Invitation for Bid.
- (d) **"Contractor"** means a successful bidder who is awarded a contract by a sponsor under the Summer Food Service Program under the U.S. Department of Agriculture.
- (e) **"Food Safety Registration"** As per the ORC 3715.041, a facility (food processing establishment) must register with the ODA Division of Food Safety as a food manufacturer if the following criteria are met: they are producing food products on a routine basis for the same customer; these food products are produced at one commercial location but delivered at another location for sale or distribution. This activity cannot be covered under the local health department as a caterer as it is not 'event driven'. The registration renews every January and costs from \$50 to \$300 depending on the square footage of the facility. The main requirement to be in compliance with Good Manufacturing Practices, OAC 901:3-1.
- (f) **"Food Service Management Company"** in this Invitation for Bid and Contract means any commercial enterprise or nonprofit organization which contracts with the sponsor to manage any aspect of the food service. Reference to food service management company in this Invitation for Bid and Contract shall include contractors who contract with a sponsor to prepare unitized meals with or without milk.
- (g) **"Geographic Preference"** means sponsors receiving funds through the Child Nutrition Programs may apply an optional geographic preference in the procurement of "unprocessed locally grown or locally raised agricultural products".
- There is no requirement that sponsors must purchase locally grown or locally raised agricultural products.
 - There is no requirement that sponsors must apply geographic preference in the procurement of these products
 - It is irrelevant where the vendor's business is incorporated or location of their place of business. Geographic preference follows the agricultural product not the location of the bidder/vendor.
 - Discretion to define the local area for any geographic preference is left to the sponsor responsible for the procurement contract.
 - The sponsor is also responsible for determining if the Vendor meets the geographic preference criteria in awarding the contract and throughout the contract period.
 - "Local" must not be defined in a way that unnecessarily limits competition.
 - "Unprocessed agricultural products" means only those agricultural products that retain their inherent character. The effects of the following handling and preservation techniques shall not be considered as

changing an agricultural product into a product of a different inherent character: cooling, refrigerating, freezing; size adjustment through size reduction made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; drying/dehydration; washing; the application of high water pressure or "cold pasteurization"; packaging (such as placing eggs in cartons) and vacuum packing and bagging (such as placing vegetables in bags); butchering livestock, fish and poultry; and the pasteurization of milk.

- (h) **"Invitation for Bid"** referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the sponsor.
- (i) **"Meat/Poultry Inspection License"** means vendor is in compliance with Chapter 918 of Ohio Revised Code and any applicable parts of 9 CFR parts 300 -500 concerning meat/poultry inspection license. If meeting these standards, the vendor would have a current meat/poultry inspection license signifying compliance. The menus and delivery procedures of food are affected if vendor does or does not have a meat certification. Note: Vendors with a Food Safety Registration and Meat/Poultry Inspection License can deliver meat and poultry products and drive away. They do not have to be present while the food is served. Vendors that have only a Food Safety Registration can drop-off meals if the meals contain meat/poultry that is exempt (sandwiches and pizza) or meals that contain less than 2% cooked meal/poultry or meals that are meatless and are comprised only of cheese, dairy, seafood or vegetables. Vendors that only have a Food Safety Registration cannot drop off meals and drive away if the meals contain meat or poultry that is not considered exempt.
- (j) **"Responsive"** For a bid to be considered responsive, it should offer a product which does not substantively deviate from the requirements of the IFB. All terms of the IFB, including price, expected quantities, delivery schedule, and quality must be considered minimum requirements, and any attempt to modify these minimum requirements (e.g., for a bidder to offer twice-a-week delivery rather than the daily delivery required in the IFB) would make the bid non-responsive. Furthermore, any attempt to make the bid price conditional or contingent upon other factors would make the bid non-responsive unless contingent bids had been authorized in the IFB.
- (k) **"Responsibility"** Assessment of a bidder's responsibility should be relatively easy in the case of local bidders and procurement of standard products or services. If a contracting agency anticipates receiving bids from a large number of non-local bidders or if the procurement is for highly complex or technical goods or services, the IFB should probably request that bidders submit with the bids proof of their fiscal stability and/or their ability to provide the products or services required.
- (l) **"Sponsor"** means the contracting agency which issues this IFB.
- (m) **"Unitized Meal"** means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit with or without milk. The State agency may approve other exceptions to the unitized meal (i.e. separate hot/cold packs or separate delivery of juice).

- 2. Bidders and Submission of Bids: Failure to comply with any of the below shall be reason for rejection of bid.**
- (a) Bidders are required to have a Food Safety Registration with the Ohio Department of Agriculture (ODA) Division of Food Safety and/or Meat/Poultry Inspection License with the ODA Division of Meat Inspection. Bidders with a Meat/Poultry Inspection License are to be in compliance with Chapter 918 of Ohio Revised Code and any applicable parts of 9 CFR parts 300-500.
 - (b) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.
 - (c) Bidders must complete the following information in the bid packet:
 1. Page 2, Section A, number 8 Column G & I and numbers 9 through 14
 2. Page 3, Section B, check the appropriate box and sign and date
 3. Page 4, Section B, sign and date certification statement and bidder submission of bid certification
 - (d) Bidders must submit the following attachments with the completed bid packet.
 1. A copy of bidder's current food service license if have one.
 2. A copy of ODA Food Safety Registration and/or ODA Meat/Poultry Inspection License.
 - (e) All pages (33) of the Invitation for Bid and Contract packet and attachments must be completed and submitted in triplicate. If accepted, this IFB will become the contract. One copy of the signed contract will be sent from the sponsor to the successful bidder as a notice of award. One copy to be submitted to the State agency. One copy is to be marked "original." It will be kept by the sponsor and will be the governing document if there is a discrepancy among documents. No changes are allowed in the specifications or general conditions of the bid packet. Erasures must be initialed by the bidder before submitting the packet.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc. must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to the prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. Acknowledgment of Amendments to IFB's

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. Discounts

Prompt payment discounts offered to the sponsor for payment made in less than twenty calendar days will not be considered in evaluating bid offers for award of contract. However, offered discounts of less than twenty days will be accepted if the sponsor makes payment within the discount period.

6. Multi-site Locations

If the sponsor has specified in the Public Notice of Intent to Contract advertisement, the bidder may bid on one or all of the sites listed. The bidder must complete information on page 2, Section A, number 11 to indicate the sites for which the bid is submitted.

7. Bidders Having Interest in More Than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

8. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the sponsor no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

9. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.

10. Award of Contract

- (a) The contract will be awarded to that responsive and responsible bidder (see definitions) whose bid conforms to the IFB which will be most advantageous to the sponsor, kind and quality of meals, price and other factors considered. Consideration to be given to such matters as vendor integrity, compliance with public policy, record of past performance and financial and technical resources.
- (b) The sponsor reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the program and to waive informalities and minor irregularities in bids received.
- (c) The sponsor reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder when investigation shows bidder is not in a position to perform the contract.
- (d) The sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

11. Late Bids, Modification of Bids or Withdrawal of Bids

- (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).

- (b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawals sent either by registered or certified mail is the U.S. Parcel Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Parcel Service.)
- (d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

12. Renewal of Contract

- (a) Renewal Contract for the Invitation for Bid and Contract is attached as Schedule F.
- (b) **This contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.** For example: A contract signed for fiscal year 2015 (beginning on October 1, 2014) can be renewed for fiscal year 2016, 2017, 2018 and 2019. The sponsor would need to complete the formal sealed bid process (IFB) again for fiscal year 2020 (beginning October 1, 2019).
- (c) It is recommended that any re-negotiation of price charged to the sponsor cannot exceed the Consumer Price Index for all Urban Consumers (CPI-U), U.S. base, for food away from home, as computed and published by the U.S. Department of Labor for the most recent twelve-month period for which CPI data are available.
- (d) The Renewal Contract is subject to approval by the Ohio Department of Education, Office for Child Nutrition, Summer Food Service Program.
- (e) The Renewal Contract is to be completed in triplicate. The original is to be kept on file by the sponsor, a copy sent to the Contractor and a copy submitted to the State agency with the annual SFSP Application Renewal.

13. Nondiscrimination

The Vendor is advised that a complaint can be filed with USDA if he or she believes there was discrimination by the State or institution in the contracting process. The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

SECTION D: SCOPE OF SERVICES

- A. Meal(s) are to be delivered by the contractor in **unitized** form to locations as indicated on Schedule A, attached hereto and made a part hereof, subject to the terms/conditions of this solicitation.
- B. **Meal Preference:** The sponsor would like to receive vended meals that (**check one**):
 - ☐ Consist of hot and/cold meals that contain only meat/protein food items that are exempt from meat/poultry inspection licensure such as closed faced, traditional sandwiches; meals comprised only of cheese, dairy, seafood, or vegetables; and meals (pizza) that contain less than 2% cooked meat/poultry.
 - ☒ Consist of hot and/or cold meals that contain meat/protein food items that are not exempt from meat/poultry inspection licensure.

C. Contractor agrees to deliver meals (insert: inclusive or exclusive) INCLUSIVE of milk to locations listed in Schedule A.

D. The contractor is to provide the sponsor with any special food/diets listed below or on Schedule B menu forms. Special foods/diets include (insert: N/A if none): N/A

E. Sponsor requests the following items to be delivered with meals: (check all that apply)

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> Condiments | <input checked="" type="checkbox"/> Straws | <input checked="" type="checkbox"/> Napkins | <input checked="" type="checkbox"/> Single Service Ware |
| <input type="checkbox"/> Cups | <input type="checkbox"/> Plates | <input type="checkbox"/> Saucers | <input type="checkbox"/> Bowls |
| <input type="checkbox"/> Other (list) _____ | | | |

F. Meals are to be provided by the contractor according to the menus developed by the sponsor. At minimum, the portion sizes must meet the required portion/serving sizes per age group as listed in Schedule D.

On the chart below, insert the estimated number of children and or adults to be served vended meals on a daily basis.

| AGE GROUP Children age 1-18 | AVERAGE NUMBER OF MEALS PER DAY | | | | | |
|-----------------------------|---------------------------------|----------|-------|----------|--------|---------------|
| | Breakfast | AM Snack | Lunch | PM Snack | Supper | Evening Snack |
| | 200 | | 2000 | | | |

NOTE: Totals above to match number of meals listed in Section A, Price Schedule, Column C on page 2 of this contract

G. Meals are to be served (insert: number of serving days) 5 days a week.

H. Contractor shall furnish meals as ordered by the sponsor during the period of (insert: contract commencement date and contract expiration date) JUNE 1 - AUGUST 14, 2015

I. All meals furnished must meet or exceed the minimum food specifications listed in Section C and the U.S. Department of Agriculture requirements set out in Schedule D, attached hereto and made a part hereof.

J. The contractor and sponsor agree that state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.

The contractor agrees to take the temperature of hot and cold foods at the time the food is packed for delivery/leaving the preparation kitchen and record time taken and temperature on daily delivery slip.

The sponsor agrees to record time and temperature of delivered hot and cold food upon delivery and when served. This information is to be recorded on the delivery slip or other temperature log. A prototype temperature log is provided (See Schedule F on page 33).

The contractor and sponsor are to hold and maintain food at appropriate temperatures which is for cold foods at or below 41 degrees Fahrenheit (5 degrees Celsius) and for hot foods at or above 135 degrees Fahrenheit (57 degrees Celsius) to minimize the time food spends in the danger zone of temperatures between 41 degrees F and 135 degrees F when bacteria grows most rapidly.

SECTION E: UNIT PRICE SCHEDULE INSTRUCTIONS

1. Bidders are asked to submit prices and total costs on page 2, Section A, number 8 Columns G & I for the specified meal type which meet the food specifications set forth in Schedule D and the meal pattern requirements summarized in Schedule C for the quantities to be delivered to the sites stated in Schedule A or listed on page 2. See the example below.

EXAMPLE

| | | Sponsor Complete | | Sponsor Complete | | Vendor Complete | | Vendor Complete |
|---------------------|------------|---|----------------------|--|----------------------|---------------------|---------------|--|
| Column A | Column B | Column C | Column D | Column E | Column F | Column G | Column H | Column I |
| Type of Meal | Age Group | Estimated Total Number of Meals per Day | X (Multiplied by) | Estimated Total No. Days to be Vended per Contract | X (Multiplied by) | Unit Price per Meal | = (Equals) | Estimated Total Meal Cost per Contract |
| Breakfast | 1-18 years | 200 | X | 80 | X | \$ 1.75 | = | \$ 28,000.00 |
| AM Snack | 1-18 years | | X | | X | | = | \$ |
| Lunch *UM | 1-18 years | 350 | X | 80 | X | \$ 3.00 | = | \$ 84,000.00 |
| PM Snack | 1-18 years | 300 | X | 80 | X | \$ 0.75 | = | \$ 18,000.00 |
| Supper | 1-18 years | 275 | X | 80 | X | \$ 3.00 | = | \$ 66,000.00 |
| Eve Snack | 1-18 years | | X | | X | | = | \$ |
| Total Estimated Bid | | | | | | | | \$ 196,000.00 |

- A. If unitized meals will be required, the sponsor must indicate so by placing "UM" for unitized meals by the meal type. (Column A).
- B. Sponsor shall fill the estimated number of meals to be vended each day by meal type/age group during the contract period (Column C).
- C. Sponsor shall fill in the estimated number of days meals will be vended during the contract period (Column E).
- D. Bidder shall insert their unit price per meal for each meal type/age group: need vended meals as indicated by sponsor (Column G).
- E. Sponsor shall calculate total cost (Column I) by multiplying columns C x E x G = I

2. Requirements Contract: Unit Price Schedule

- A. Bidder shall submit the bid on an "all or none" basis. Except as otherwise provided in the solicitation, if a contract is awarded as a result of this solicitation, it will bind the sponsor during the term of the contract to secure all of its needs from the successful bidder and such contract shall bind the bidder to perform all such work ordered by the sponsor at prices specified in the contract. Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the sponsor. Evaluation of prices will be on the basis of the estimated requirements set forth herein.
- B. This is a requirement contract for the services specified in the schedule and for the period set forth therein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the sponsor's requirements for services set forth in schedule do not result in orders in the amounts or quantities described as "estimated" in the schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.
- C. The sponsor may issue orders which provide for delivery to or performance at multiple destinations.
- D. The sponsor shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the bidder for services specified in the schedule will be dependent upon the needs and requirements of the sponsor.

7. Menu Cycle Change Procedure

Meals will be delivered on a daily basis in accordance with the menu cycle (cycle not to be less than 10 days) developed by the sponsor. Deviation from the delivery cycle shall be permitted only upon authorization of the sponsor. Menu changes may be made when mutually agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he shall notify the sponsor immediately so substitutions can be agreed upon. The sponsor reserves the right to suggest menu changes within the contractor's suggested food cost periodically throughout the contract period.

8. Noncompliance

The sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. **The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications.** The sponsor reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The sponsor or agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

9. Specifications

A. Packaging

1. Hot Meal Unit - Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of nontoxic material, and be capable of withstanding temperatures of 400 degrees (204 C) or higher.
2. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and nontoxic.
3. Cartons - Each carton to be labeled. Label to include:
 - a. Processor's name and address (plant)
 - b. Item identity, meal type
 - c. Date of production
 - d. Quantity of individual units per carton

B. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

C. Food Specifications

Bids are to be based on the menu cycle (at least a 10 day cycle) developed by the Sponsor and listed in Schedule B. Menus must meet the meal pattern requirements regarding the food components and minimum portions specified by the U.S. Department of Agriculture for each meal as listed in Schedule D of this contract.

All foods must meet the minimum food specifications and quality standards as listed in Schedule C.

All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a U.S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

Product Specifications: Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk, or reduced fat (2%) milk, or low fat (1%) milk, or fat free (skim) milk, or cultured buttermilk which meet State and local standards for such milk. All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk." Effective 10/1/2011, fluid milk served in SFSP to participants two years of age or older must be: fat-free or low-fat milk, fat-free or low-fat lactose reduced milk, fat-free or low-fat lactose free milk, fat-free or low-fat buttermilk, or fat-free or low-fat acidified milk. Milk may be flavored or unflavored. Whole milk and reduced-fat (2%) milk may not be served to participants over two years of age. Requirements relating to children under the age of two are unchanged at this time. It is recommended that whole milk be provided to 1 year olds. Milk delivered hereunder shall conform to these specifications.

SECTION F: GENERAL CONDITIONS

1. Delivery Requirements

A. Delivery shall be made by the contractor to each site in accordance with the order from the sponsor.

B. The contractor will deliver the ordered meals as checked below or in a manner that is mutually agreed upon between the parties of this contract to each site as listed in Schedule A. **Sponsor check all that apply:**

| | |
|--|-------------------|
| Refrigerated truck(s) | <u> X </u> |
| Insulated containers with ice (cold foods) | <u> </u> |
| Insulated containers without ice (hot foods) | <u> </u> |
| Heated units/ovens | <u> </u> |

C. **Delivery Preference of Sponsor:** The sponsor would like to have the bidder: (sponsor check):

| | |
|-------------------|---|
| <u> </u> | Deliver meals and have an employee of the bidder serve the meals |
| <u> </u> | Deliver meals and have an employee of the bidder be present while the meals are served by sponsor |
| <u> X </u> | Deliver meals and not have an employee of the bidder be present while the meals are served by sponsor |

D. Meals are to be daily delivered, unloaded, and placed in the designated site by the contractor's personnel at each of the locations and times listed in Schedule A.

E. The contractor shall be responsible for delivery of all meals and dairy products at the specified time

F. The sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A. Deletion or addition of sites will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting sites shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that site. Otherwise, there shall not any separate charge for transportation, fuel or delivery. All costs are to be included in the Unit Price.

2. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging in addition to the quality of products.

3. Recordkeeping

A. Delivery slips/tickets must be prepared by the contractor and should at a minimum in triplicate: one for the contractor, one for the site personnel and one for the sponsor. The contractor is to prepare and leave at each vended site a daily itemized delivery slip that at minimum contains the following information: Name of vendor, name of delivery site, date of delivery, time of delivery, meal type (breakfast, am snack, lunch, pm snack, supper, evening snack), number of meals ordered, number of meals delivered, food items delivered (including milk if applicable), serving size of each food item or quantity of each food item delivered, time and temperature of hot and colds foods when leaving preparation site and at delivery, signature of contractor representative/delivery person, signature of sponsor representative receiving delivery of food.

- The contractor may use the provided prototype daily delivery slip (See Schedule F on page 33) or develop and use own delivery slip that contains the information as detailed above.
- Designees of the sponsor at each site will check adequacy of delivery and meals before signing the delivery slip/ticket.

B. The contractor shall maintain menus and records supported by delivery slips/tickets, purchase orders, food production records for this contract or other evidence for inspection and reference to support payments and claims. Advance menus shall be submitted to the sponsor monthly. Food production records or food specifications shall be submitted to the sponsor upon request.

C. The contractor shall maintain on file all records pertaining to this Contract for three years from the date of the final payment pertaining to this contract and until any audit issues are resolved and to make such records available to the Sponsor, the Ohio Department of Education, the U.S. Department of Agriculture, and Comptroller General of the United States or any of their duly authorized representatives at any reasonable time and place.

4. Method of Payment

The contractor shall submit itemized invoice(s) to the sponsor as specified on page 12 of Section E, Pricing, number 3. The contractor shall provide itemized invoices to the sponsor that at a minimum indicates the time period that invoice covers, the number of meals delivered per day per meal type, the price per meal, the total amount due and payment due date. If the amount of milk delivered is not specified on each site's daily delivery slip/ticket, then the total amount of milk delivered for the billing period for each site should be specified on the invoice.

Payment will be made at the unit price specified in the contract. **No payment shall be made unless the required delivery slips/tickets were provided by the contractor and were signed by both parties.**

The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, the U. S. Department of Agriculture nor the State agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

5. Inspection of Facility

- A. The sponsor, the State agency and the U.S. Department of Agriculture reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The contractor's facilities shall be subject to periodic inspections by U.S.D.A., State and local health departments or any other agency designated to inspect meal quality for the State regarding food safety and meat/poultry inspection. This will be accomplished in accordance with U.S. Department of Agriculture regulations. The contractor must be in compliance with Chapter 918 of Ohio Revised Code and any applicable parts of 9 CFR parts 300-500 concerning meat/poultry inspection.
- C. The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

6. Insurance

The contractor shall maintain in force all insurance coverage required by the appropriate State or local licensing authority.

7. Availability of Funds

The sponsor shall have the option to cancel this contract if the Federal Government withdraws funds to support the Summer Food Service Program. It is further understood that, in the event of cancellation of the contract, the sponsor shall be responsible for meals that have been assembled and delivered in accordance with this contract. It is permissible for the contract year to be any twelve-month period. **If the contract crosses fiscal years, federal funding under contract beyond the Summer Food Service Program fiscal year is subject to availability of funds.**

8. Number of Meals and Delivery Times

The contractor must provide the quantity of meals ordered. Meals will be inspected and counted at all sites before meals are accepted by site personnel. Damaged or incomplete meals will not be included when the number of delivered meals is determined.

9. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone, text, email or in person of the following: (1) the impossibility of on-time delivery, (2) the circumstance(s) precluding delivery, and (3) a statement of whether or not succeeding deliveries will be affected. **Otherwise no payments will be made for deliveries that arrive later than the beginning of the meal service which is (insert beginning time of meal(s) to be vended):** SPECIFIED ON SCHEDULE A

Emergency circumstances at the site precluding utilization of meals are the concern of the sponsor. The sponsor may cancel orders provided it gives the contractor at least 48 hours notice or time agreed upon by both parties. Adjustments for emergency situations affecting the vendor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the sponsor.

10. Termination

- A. The sponsor reserves the right to terminate this contract for cause if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor of specific instances of noncompliance in writing. In instances where the vendor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the sponsor shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damage incurred by the sponsor. Full payment is due immediately upon receipt of written notice. Amount owed will not be based upon SFSP reimbursement.
- B. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the sponsor that gratuities in the form of entertainment, gifts, etc. were offered or given by the contractor to any officer or employee of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract, provided that the existence of the facts upon which the sponsor makes such findings shall be an issue and may be reviewed in any competent court.
- C. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (1) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the vendor, and (2) as a penalty in addition to any other damages in an amount which shall not be less than three or more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- D. Both the contractor and the sponsor reserve the right to cancel this contract upon written notice for reasons from conditions and circumstances beyond the reasonable control of the parties or, with mutual agreement, upon 30 days after written notice is delivered to either party by the other.
- E. The rights and remedies of the sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. Subcontracts and Assignments

The contractor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the sponsor, his (her) contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the sponsor as principal for the performance of all his obligations under this contract.

SECTION G: GENERAL PROVISIONS

Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor [41 CFR ch. 60].)

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or training, including apprenticeship. The contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor (or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders).
- (f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air and Water

(Applicable only if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 USC 1857c-8(c)(1)] or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.

(a) The contractor agrees as follows:

- (1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 USC 1857, et. seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 USC 1251, et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
- (2) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).

(a) The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (41 USC 1857 et. seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 USC 1251 et. seq., as amended by Public Law 92-500).

- (3) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order No. 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d) respectively of the Air Act [42 USC 1857 c-6(c)(d)], an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].
- (4) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 USC 1342), or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 USC 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Energy Policy and Conservation Act (P.L. 94-163)

The contractor shall meet mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

SCENARIO A

NOTE TO VENDOR: FOOD SERVICE MANAGEMENT COMPANY DISALLOWANCE (7 CFR 225.6(h)(2)AND(3)) Violations that would cause disallowances in the FSMC's payment from the sponsor's reimbursement are: delivering meals that are not unitized; delivering meals that are wholly or partially spoiled; delivering meals outside the designated delivery time; delivering meals with components that are less than the required size or weight; delivering meals that are missing components; and changing menus or substituting components without the sponsor's prior approval

NOTE TO VENDOR: WHEN DELIVERING TO PLAYGROUNDS AWARDED VENDOR MUST BE ABLE TO ACCOMMODATE DELIVERY TO ALL PLAYGROUNDS IN A TIMELY FASHION. THE DELIVERY TRUCK MUST REMAIN AT EACH PLAYGROUND FOR A MINIMUM OF 15 MINUTES TO ACCOMMODATE STATES REQUIREMENT, OF ALLOWING EACH PLAYGROUND A SPECIFIC SERVING TIME.

TEMPERATURE MUST BE TAKEN PRIOR TO THE CATERER LEAVING THE PLANT.
*VENDOR MUST SUPPLY A MEAL FOR TAKING TEMPERATURE AT TIME OF DELIVERY AND A MEAL FOR TAKING TEMPERATURE AT POINT OF SERVICE, FOR EVERY LOCATION AT EACH DELIVERY. LEAVING THE PLANT TEMPERATURE AND DELIVERY TIME TEMPERATURE MUST BE RECORDED ON THE DELIVERY TICKETS. TEMPERATURE TAKEN AT TIME OF SERVICE WILL BE RECORDED BY THE SITE SUPERVISOR.

| # | Site | Address | Zip Code | Type of Meals | Cap | # of meals 1st day | DELIVERY TIME | Start Date | End Date | Days of Week | Type of Site | Meal Time |
|----|---------------------------------------|------------------------|----------|---------------|-----|--------------------|------------------|------------|-----------|--------------|--------------|------------------|
| 1 | Central Recreation Center | 2526 Central Avenue | 44115 | Lunch | 80 | 30 | After 11:30 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 2 | Clark Recreation Center | 5706 Clark Avenue | 44102 | Lunch | 80 | 35 | After 11:30 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 3 | Collinwood Recreation Center | 16300 Lakeshore Blvd. | 44110 | Lunch | 110 | 35 | After 7:30 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 4 | Cory Recreation Center | 10510 Drexel Avenue | 44108 | Lunch | 80 | 30 | After 11:30 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 5 | Cudell Recreation Center | 1910 West Boulevard | 44102 | Lunch | 100 | 50 | After 9:00 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 6 | Estabrook Recreation Center | 4125 Fulton Road | 44144 | Lunch | 140 | 50 | After 11:30 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 7 | Fairfax Recreation Center | 2335 East 82nd Street | 44104 | Lunch | 60 | 40 | After 11:30 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 8 | Glenville Recreation Center | 680 East 113th Street | 44108 | Lunch | 190 | 40 | After 9:00 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 9 | Gunning Park Recreation Center | 16700 Puritas Avenue | 44135 | Lunch | 120 | 25 | After 7:30 | 6/1/2015 | 8/14/2015 | M-F, Sat | Open | 12:00pm - 1:00pm |
| 10 | Halloran Park Skating Rink | 3550 West 117th Street | 44111 | Lunch | 150 | 40 | After 9:30 | 6/1/2015 | 8/14/2015 | M-F, Sat | Open | 12:00pm - 1:00pm |
| 11 | Alexander Hamilton Recreation Center | 13200 Kinsman Avenue | 44120 | Lunch | 70 | 20 | After 11:30 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 12 | John F. Kennedy Recreation Center | 17300 Harvard Avenue | 44128 | Lunch | 75 | 35 | After 7:00 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 13 | E.J. Kovacic Recreation Center | 6250 St. Clair Avenue | 44103 | Lunch | 60 | 35 | After 11:30 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 14 | Lonnie Burton Recreation Center | 2511 East 46th Street | 44104 | Lunch | 150 | 50 | After 9:00 | 6/1/2015 | 8/14/2015 | M-F, Sat | Open | 12:00pm - 1:00pm |
| 15 | Earle B. Turner Recreation Center | 11300 Miles Avenue | 44105 | Lunch | 100 | 20 | After 7:00 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 16 | Stella Walsh Recreation Center | 7345 Broadway Avenue | 44105 | Lunch | 80 | 25 | After 7:00 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 17 | Sterling Recreation Center | 1380 East 32nd Street | 44114 | Lunch | 110 | 20 | After 11:30 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 18 | Thurgood Marshall Recreation Center | 8611 Hough Avenue | 44106 | Lunch | 110 | 20 | After 7:00 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 19 | Kenneth L. Johnson Recreation Center | 9206 Woodland Avenue | 44104 | Lunch | 90 | 20 | After 9:00 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 20 | Zeima Watson George Recreation Center | 3155 MLK | 44120 | Breakfast | 175 | 45 | After 7:00 | 6/1/2015 | 8/14/2015 | M-F, Sat | Open | 12:00pm - 1:00pm |
| 21 | Michael J. Zone Recreation | 6301 Lorain Avenue | 44102 | Lunch | 110 | 35 | After 7:00 | 6/1/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |
| 22 | Blessed Hope | 8804 Buckeye Rd | 44104 | Breakfast | 45 | 10 | Prior to serving | 6/8/2015 | 7/31/2014 | M-F | Open | 9:30am - 10:15am |
| 23 | Cleveland Treatment Center | 1127 Carnegie Avenue | 44115 | Breakfast | 40 | 20 | Prior to serving | 6/15/2015 | 8/14/2015 | M-F | Open | 12:00pm - 1:00pm |

**TENTATIVE
SITES MAY BE
ADDED OR
DROPPED UNTIL
5/20/15**

| # | SITE | Address | ZIP Code | Type of Meals | CAP | # of meals 1st day | DELIVERY TIME | Start Date | End Date | Days of Week | Type of Site | Meal Time |
|----|---------------------------------------|-----------------------------|----------|---------------|-----|--------------------|-------------------|------------|-----------|--------------|--------------|-------------------|
| 24 | Dishmon Development Center | 17621 Harvard Ave | 44128 | Lunch | 50 | 10 | Prior to serving | 6/8/2015 | 8/14/2015 | M-F | Open | 1:00pm - 2:00pm |
| 26 | Famicos Foundation-Park Village Apt. | 9221 Hough Avenue | 44106 | Breakfast | 50 | 10 | Prior to serving | 6/8/2015 | 8/14/2015 | M-F | Open | 8:30am - 9:30am |
| 27 | Greater Love | 3630 East 116th Street | 44105 | Lunch | 50 | 20 | Prior to serving | 6/8/2015 | 8/14/2015 | M-F | Open | 11:00am - 11:45am |
| 28 | Greater Works | 14805 St. Clair | 44110 | Breakfast | 50 | 10 | Prior to serving | 6/11/2015 | 8/7/2015 | M-F | Open | 8:00am-8:45am |
| 29 | Harvard Square Center | 13510 Harvard Ave. | 44105 | Lunch | 50 | 30 | Prior to serving | 6/8/2015 | 8/14/2015 | M-F | Open | 12:00pm-1:00pm |
| 30 | Hispanic Youth | 3115 Scanton Rd. | 44109 | Breakfast | 50 | 30 | Prior to serving | 6/22/2015 | 8/7/2015 | M-F | Open | 12:00pm-12:30pm |
| 31 | NLI - Collinwood High School | 15210 St. Clair Avenue | 44110 | Lunch | 100 | 30 | Prior to serving | 6/15/2015 | 8/7/2015 | M-F | Open | 9:00am-9:30am |
| 32 | Progressive Evangelistic Temple | 11307 Kinsman Road | 44104 | Breakfast | 50 | 30 | Prior to serving | 7/6/2015 | 7/17/2015 | M-F | Open | 12:00pm - 1:00pm |
| 33 | St. Paul United Methodist Church | 4740 Lee Rd | 44128 | Lunch | 50 | 10 | Prior to serving | 6/11/2015 | 8/7/2015 | M-F | Open | 1:00pm-2:00pm |
| 34 | St. Timothy Missionary Baptist Church | 7101 Carnegie | 44103 | Breakfast | 50 | 15 | Prior to serving | 6/8/2015 | 7/10/2015 | M-F | Open | 8:30am-9:30am |
| 35 | ICTC- Thurgood PLAYGROUND | 8611 Hough Avenue | 44106 | Breakfast | 200 | 120 | 15 minute serving | 6/8/2015 | 7/24/2015 | M-F | Open | 12:15pm - 1:15pm |
| 36 | Archmere Playground | West 41st & Archmere | 44109 | Lunch | 55 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 9:00am - 9:30am |
| 37 | Arthur Johnston Playground | East 147th & Seville Avenue | 44128 | Lunch | 60 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 12:10pm-12:25pm |
| 38 | Artha Woods Playground | MLK & Woodstock | 44120 | Lunch | 35 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 11:00am-11:15am |
| 39 | Mercedes Cotner Playground | West 95th & Maywood | 44102 | Lunch | 85 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 1:20pm-1:35pm |
| 40 | Crossburn Playground | Crossburn Ave. & W. 130th | 44135 | Lunch | 30 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 11:00am-11:15am |
| 41 | Dugan Park Playground | Green & Euclid Avenue | 44110 | Lunch | 90 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 11:40am-11:55am |
| 42 | Easton Playground | East 88th & Union | 44105 | Lunch | 45 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 11:00am-11:15am |
| 43 | Fairview Park Playground | West 38th & Franklin | 44113 | Lunch | 80 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 1:10pm-1:25pm |
| 44 | Frederick Douglass Playground | East 154th & Miles | 44128 | Lunch | 30 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 11:00am-11:15am |
| 45 | Glendale Playground | East 149th & Glendale | 44128 | Lunch | 50 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 11:40am-11:55am |
| 46 | Herman Playground | West 60th & Herman | 44109 | Lunch | 45 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 12:10pm-12:25pm |
| 47 | Hyacinth Playground | East 65th Waterman | 44127 | Lunch | 100 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 1:15pm-1:30pm |
| 48 | Impett Playground | 32047 W. 159th | 44111 | Lunch | 50 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 1:35pm-1:50pm |
| 49 | Jefferson Playground | West 132nd & Lorain | 44111 | Lunch | 80 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 1:00pm-1:15pm |
| 50 | Kossuth Playground | East 121st & Shaker Blvd | 44120 | Lunch | 45 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 12:10pm-12:25pm |
| 51 | Mark Tromba Playground | 16411 Mandalay | 44110 | Lunch | 60 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 12:45pm-1:00pm |
| 52 | Roberto Clemente Playground | W. 38th & Seymour | 44113 | Lunch | 60 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 11:35am-11:50am |
| 53 | Sam Miller Playground | East 88th & St. Clair | 44108 | Lunch | 50 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 11:35am-11:50am |
| 54 | Trent Playground | West 40th & Trent | 44109 | Lunch | 80 | 10 | 15 minute serving | 6/16/2015 | 8/7/2015 | M-F | Open | 12:05pm-12:20pm |

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

SCHEDULE B

2015
City of Cleveland
Division of Recreation
Summer Lunch Menu
11 DAY MENU CYCLE

NOTE TO VENDOR: FOOD SERVICE MANAGEMENT COMPANY DISALLOWANCE (7 CFR 225.6(H)(2)AND(3)) Violations that would cause disallowances in the FSMC's payment from the sponsor's reimbursement are: delivering meals that are not unitized, delivering meals that are wholly or partially spoiled; delivering meals outside the designated delivery time, delivering meals with components that are less than the required size or weight; delivering meals that are missing components; and changing menus or substituting components without the sponsors' prior approval

NOT E TO VENDOR: All delivery tickets must contain a packing label which identifies meal components and ingredients. Each delivery ticket must include the total number of milks being delivered.

1. ***Bologna and Cheese Sandwich*** **June 1, 15; July 1, 17; August 3**
2 oz. all turkey bologna
1 oz. pasteurized American cheese
Served on egg bun roll

Carrot Sticks (1/4 cup)
Sliced peaches fruit cup (1/2 cup edible)
Chocolate milk 1%(1/2 pint)
Cookies (1/2 oz.)
Mustard packet
2. ***Turkey Breast Sandwich*** **June 2, 17; July 2, 20; August 4**
2 oz. all white meat turkey breast packed in broth not water
Served on a Kaiser roll

Apple juice (4 oz.)
Fruit cocktail (1/2 cup)
White Milk 1% (1/2 pint)
Little Debbie or equivalent -- nutty bar
Mayonnaise packet
3. ***Turkey combo sub*** **June 3, 18; July 6, 21; August 5**
1oz. Turkey Ham
1oz. Turkey Breast
on sesame seed sub bun
Mayonnaise packet

Tomato/Cucumber Salad (1/2 cup)
Peach (fresh whole fruit) = 1/2 cup edible part
Chocolate milk 1% (1/2 pint)
Cookies (1/2 oz.)
4. ***Corned Beef Sandwich*** **June 4, 19; July 7, 22; August 6**
2 oz. corned beef
Served on a rye bread with 1/2 kosher dill pickle

Apple juice (4 oz.)
Nectarine = 1/2 cup edible part
Assorted fruit flavor gelatin cup 1/2 cup
White Milk 1% (1/2 pint)

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

Lunch cont'd

- | | | |
|------|---|-------------------------------------|
| 5. | <i>Chicken Breast Sandwich</i> 2 oz. chicken breast served on a Kaiser roll Fresh Broccoli (1/4 cup) Ranch Dressing (1 oz. cup – Reduced Fat) Nutri-grain bar White Milk 1% (1/2 pint) Mustard packet | June 5, 22; July 8, 23; August 7 |
| | | |
| 6. | <i>Turkey Ham and American Cheese Sandwich</i> 2 oz. all turkey ham 1 oz. pasteurized American cheese served on an egg bun roll Tropical fruit cup (1/2 cup edible) Pineapple juice (4 oz.) Chocolate milk 1% (1/2 pint) Little Debbie or equivalent - nutty bars | June 8, 23; July 9, 24; August 10 |
| | | |
| 7. | <i>Hero Sandwich</i> Served on a seeded submarine bun at least 5 inches long and 2 1/2 inches wide 1/2 oz. pasteurized American cheese 1 oz. all turkey ham 3/4 oz. all turkey bologna 1/4 cup lettuce Mild Tomato Salsa (1/4 cup – All vegetable ingredients) Dipping Chips Pear (fresh whole fruit) = 1/2 cup edible part Chocolate milk 1% (1/2 pint) Mustard packet | June 9, 24; July 10, 28; August 11 |
| | | |
| 8. | <i>Oven roasted Turkey</i> 2 oz. Oven roasted turkey served on a Kaiser Roll Packed separately: ¼ cup lettuce ¼ cup tomato slice Orange juice (4 oz.) Pineapple tidbits (1/2 cup) Chocolate milk 1% (1/2 pint) Mustard packet | June 10, 25; July 14, 29; August 12 |

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

Lunch cont'd

9. *Salami and American Cheese Sandwich* June 11, 26; July 13, 27; August 13

2 oz. all beef salami
1 oz. pasteurized American cheese on wheat style bread

Celery Sticks (1/4 cup)
Ranch Dressing (1 oz. cup – Reduced Fat)
Apple (whole fresh fruit) = 1/2 cup edible part
White Milk 1% (1/2 pint)
Cookies (1/2 oz.)
Mustard packet

10. *Beef Bologna Sandwich* June 12, 29; July 15, 30; August 14

1.5 oz. all beef bologna on sliced white sandwich style bread
1/2 oz cheese

Cranberry/apple juice (4 oz.) 100% fruit juice
Nectarine (depending on availability) (whole fresh fruit) = 1/2 cup edible part
Chocolate milk 1% (1/2 pint)
Sandwich style cookies
Mayonnaise packet

11. *Sub sandwich* June 16, 30; July 16, 31

1/2 oz. Cheese; 1 oz. Turkey, 1 oz. Turkey ham
served on a seeded submarine bun at least 5 in. long 2 1/2 in wide.

Packed separately:
1/4 cup lettuce
1/4 cup tomato slice

Potato Salad (1/2 cup)
Orange (whole fresh fruit) = 1/2 cup edible part
White Milk 1% (1/2 pint)
Little Debbie or equivalent - raisin cream pie
Mustard packet

- All meals should be served with the appropriate “plastic ware” (i.e. napkin, sporks, and straws). Any changes in menu will be made prior to the next serving day in the eleven-day cycle.
- All bread products should meet the USDA minimum of 25 grams enriched whole grain, meal or flour to equal one serving.
- All White Milk should be 1%; one half pint serving. All chocolate milk should be 1%; one half pint serving.
- All juices must be 100% fruit juice.

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

SCHEDULE B

2015
City of Cleveland
Division of Recreation
11 DAY MENU CYCLE
Summer Breakfast Menu

NOTE TO VENDOR: FOOD SERVICE MANAGEMENT COMPANY DISALLOWANCE (7 CFR 225.6(H)(2)AND(3)) Violations that would cause disallowances in the FSMC's payment from the sponsor's reimbursement are: delivering meals that are not unitized, delivering meals that are wholly or partially spoiled; delivering meals outside the designated delivery time, delivering meals with components that are less than the required size or weight; delivering meals that are missing components; and changing menus or substituting components without the sponsors' prior approval

NOTE TO VENDOR: All delivery tickets must contain a packing label which identifies meal components and ingredients. Each delivery ticket must include the total number of meals being delivered.

- | | | |
|-----|--|-------------------------------------|
| 1. | Banana nut muffin (50gm or 1.8 oz. minimum) Orange pineapple juice (4oz.) White Milk 1% (1/2 pint) | June 1, 16; July 1, 17; August 3 |
| 2. | Cold cereal (first ingredient must be enriched flour) 3/4 cup Apple juice (4 oz.) White Milk 1% (1/2 pint) Sugar packet, spoon, napkin, and straw | June 2, 17; July 2, 20; August 4 |
| 3. | Cake doughnut (50gm or 1.8 oz. minimum) Orange juice (4 oz.) White Milk 1% (1/2 pint) | June 3, 18; July 6, 21; August 5 |
| 4. | Cinnamon roll (50gm or 1.8 oz. minimum) Sliced peaches (1/2 cup) White Milk 1% (1/2 pint) | June 4, 19; July 7, 22; August 6 |
| 5. | Cold cereal (3/4 cup) Grape juice (4 oz.) White Milk 1% (1/2 pint) Sugar packet, spoon, napkin, and straw | June 5, 22; July 8, 23; August 7 |
| 6. | Blueberry muffin (50gm or 1.8 oz. minimum) Fruit cocktail (1/2 cup) White Milk 1% (1/2 pint) | June 8, 23; July 9, 24; August 10 |
| 7. | Pop Tart non-frosted (50gm or 1.8 oz. minimum) Orange juice (4 oz.) White Milk 1% (1/2 pint) | June 9, 24; July 10, 27; August 11 |
| 8. | Mixed fruit yogurt (1/2 cup) Zucchini bread (1.8 oz or 50 gm) Apple Juice (4 oz.) White Milk 1% (1/2 pint) | June 10, 25; July 13, 28; August 12 |
| 9. | Bagel and cream cheese (one serving packet = 25gm or 1.1 oz minimum) Sliced peaches (1/2 cup) White Milk 1% (1/2 pint) | June 11, 26; July 14, 29; August 13 |
| 10. | Cold cereal (3/4 cup) Orange wedges (whole oranges) 1/2 cup White Milk 1% (1/2 pint) Sugar packet, spoon, napkin, straw | June 12, 29; July 15, 30; August 14 |

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

Breakfast cont'd

- | | | |
|-----|---|--------------------------|
| 11. | Apple cinnamon muffin (50gm or 1.8 oz. minimum) | |
| | Pineapple juice (4 oz.) | June 15, 30; July 16, 31 |
| | White Milk 1% (1/2 pint) | |

Cereal can be any of the following LIKE ITEMS:

- Cheerios
- Rice Krispies (sugar packet)
- Apple Jacks
- Corn Flakes (sugar packet)
- Corn Pops
- Berry Berry Kix
- Lucky Charms

- All meals should be served with the appropriate “plastic ware” (i.e. napkin, sporks, straws and sugar packets). Any changes in menu will be made prior to the next serving day in the eleven-day cycle.
- All bread/cereal products should meet the USDA minimum of 25 grams enriched whole grain, meal or flour to equal one serving.
- All White Milk should be 1%; one half pint serving. All chocolate milk should be 1%; one half pint serving.
- All juices must be 100% fruit juice.

SCHEDULE C

SUMMER FOOD SERVICE PROGRAM USDA REQUIRED MEAL PATTERN¹

The meal requirements for the Program are designed to provide nutritious and well-balanced meals to each child. Except as otherwise provided in Section 225.16(b) of the SFSP Regulations, the following table presents the minimum requirements for meals served to children in the Program.

| FOOD COMPONENTS | BREAKFAST | LUNCH OR SUPPER | SNACK (Choose two of the four) |
|---|---|--|---|
| <u>Milk</u> 1% or Fat free (skim) Fluid Milk | 1 cup (1/2 pint) ² | 1 cup (1/2 pint) ² | 1 cup (1/2 pint) ² |
| <u>Vegetables and Fruits</u> Vegetables and/or fruits or full-strength vegetable or fruit juice (Or an equivalent quantity of any combination of vegetables, fruits, and juice) | 1/2 cup 1/2 cup (4 fl. oz.) | 3/4 cup total ¹ | 3/4 cup 3/4 cup (6 fl. oz.) |
| <u>Bread</u> Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal Cooked pasta or noodle products or Cooked cereal grains, such as rice, corn grits, or bulgur Or an equivalent quantity of any combination of bread or bread alternates) | 1 slice 1 serving 3/4 cup or 1 ounce 1/2 cup 1/2 cup | 1 slice ⁴ 1 serving 3/4 cup or 1 ounce 1/2 cup 1/2 cup | 1 slice 1 serving 3/4 cup or 1 ounce 1/2 cup 1/2 cup |
| <u>Meat and Meat Alternates</u> Lean meat or poultry or fish or Cheese or Egg or Cooked dry beans or peas or Peanut butter or soy nut butter, or other nut or seed butters or Peanuts or soy nuts or tree nuts or seeds or Yogurt (plain, sweetened, or flavored) (or an equivalent quantity of any combination of meat or meat alternates) | (Optional) 1 oz. (edible portion as served) 1 ounce 1 large egg 1/2 cup 2 Tbsp 1 ounce 1/2 cup (4 oz.) | 2 oz. 2 oz. 1 large egg 1/2 cup 4 Tbsp 1 oz. + 50% 1 cup (8 oz.) | 1 oz. 1 oz. 1 large egg 1/4 cup 2 Tbsp 1 oz. 1/2 cup (4 oz.) 1 cup (8 oz.) |

Ohio Department of Education – Office for Child Nutrition
Summer Food Service Program

VENDING FOOD SPECIFICATIONS

All foods used shall be in conformance with SFSP guidelines for menu planning and the following minimum specifications:

MEATS: Only those meats or meat products which are slaughtered, processed and manufactured in plants participating in the U.S. Department of Agriculture inspection program can be used. Meats and meat products must bear the appropriate inspection seals. All meat and meat products must be sound, sanitary and free of objectionable odors and signs of deterioration on delivery. Meats that are dry heat cooked, use USDA Choice Grade. Meats cooked with moist heat, use USDA Good Grade or better.

GROUND BEEF/PORK: Maximum 26% fat content.

PROCESSED MEATS: Processed meats such as frankfurters, bologna, knockwurst and Vienna sausage that are all meat or have alternate protein products as the only added binder/extender.

PRE-PORTIONED MEAT ENTREES: Commercially prepared products such as breaded chicken or fish, meatballs or patties, etc. must have a Child Nutrition (CN) label indicating that the product has been reviewed by the USDA Child Nutrition Labeling Program and that its contribution to the meal pattern requirements has been determined OR a product analysis sheet signed by an official of the manufacturer stating the amount of cooked lean meat/meat alternate in the product per serving is on file and available upon request.

POULTRY AND SEAFOOD: When served as whole pieces, must be U.S. Grade A.

MILK: Pasteurized, homogenized fluid milk; can be whole, reduced-fat (2%), low-fat (1%), fat-free (skim), flavored or cultured buttermilk. All milk is to contain vitamin A and D at the levels specified by the Food and Drug Administration and consistent with State and local standards for such milk. Effective 10/1/2011, fluid milk served in SFSP to participants two years of age or older should be: fat-free or low-fat milk, fat-free or low-fat lactose reduced milk, fat-free or low-fat lactose free milk, fat-free or low-fat buttermilk, or fat-free or low-fat acidified milk. Milk may be flavored or unflavored. Whole milk and reduced-fat (2%) milk may not be served to participants over two years of age. Requirements relating to children under the age of two are unchanged at this time. It is recommended that whole milk be served to 1 year olds.

CHEESE: U.S. Grade A.

EGGS: U.S. Grade A. All eggs must be free from cracks. Dried, liquid or frozen eggs shall be pasteurized.

FRUITS AND VEGETABLES: Fresh produce should be of good quality (U.S. No. 1) relatively free of bruises and defects. Commercially canned fruits packed in its own juice, water, juice or light syrup and be U.S. Grade B (Choice) or better. Canned juices shall be 100% juice, U.S. Grade A. Commercially canned or frozen vegetables, U.S. Grade B (Choice) or better.

GRAINS/BREADS: Grains/breads are creditable when the products are whole grain, bran, germ or enriched or made with whole grain, bran, germ and/or enriched meal or flour. If it is a cereal, the product must be whole grain, bran, germ, enriched, or fortified. If the product is enriched, the item must meet the Food and Drug Administration's Standards of Identity for enriched bread, macaroni and noodle products, rice, cornmeal or corn grits. The grains/breads item must contain enriched flour, bran, germ and/or whole grain as specified on the label or according to the recipe or must be enriched in preparation or processing and labeled "enriched."

Ohio Department of Education - Office of Child Nutrition Services
Summer Food Service Program

ALTERNATE PROTEIN PRODUCTS

A. What are the criteria for alternate protein products used in the Summer Food Service Program?

1. An alternate protein product used in meals planned under the provisions in CFR §225.16 must meet all of the criteria in this section.
2. An alternate protein product whether used alone or in combination with meat or meat alternate must meet the following criteria:
 - a. The alternate protein product must be processed so that some portion of the non-protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.
 - b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).
 - c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. ("When hydrated or formulated" refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors or any other substances which have been added).
 - d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A.2. through c of this appendix.
 - e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.
 - f. For an alternate protein product mix, manufacturers should provide information on:
 - (1) The amount by weight of dry alternate protein product in the package;
 - (2) Hydration instructions; and
 - (3) Instructions on how to combine the mix with meat or other meat alternates.

B. How are alternate protein products used in the Summer Food Service Program?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in §225.16
2. The following terms and conditions apply:
 - a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.
 - b. Alternate protein products may be used in the dry form (nonhydrated) partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

C. How are commercially prepared products used in the Summer Food Service Program?

Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate products combined with alternate protein products or use a commercially prepared product that contains only alternate protein products.

Source: Federal Register, Vol. 65, No. 47, March 9, 2000; Appendix A to Part 226 of USDA FNS

Attention Vendor

A non-mandatory pre-bid meeting will be held Thursday, April 2, 2015 at 10:00 A.M. at City Hall, 601 Lakeside Ave., Room 8, Cleveland, Ohio 44114. Vendors must complete the *Summer Food Service Program (SFSP) VENDOR REGISTRATION* along with any attachments, i.e. citations, etc. with their bid.

The specifications and descriptions of products and or services for this bid are outlined in the section entitled ***Ohio Summer Food Service Program Attachment D: Invitation for Bid and Contract.***

Any bidder finding a discrepancy between the instructions as provided by the City of Cleveland and those provided by the Ohio Department of Education for the Ohio Summer Food Service Program shall adhere to the rules set forth by the Ohio Department of Education for the Ohio Summer Food Service Program.

According to the federal regulation regarding bid bonds (7 CFR 225.15(g)(5)), if food service management companies submit a bid over \$150,000.00, they must submit a bid bond in an amount between 5 percent and 10 percent of the value the contract for which the bid is made, as determined by the sponsor and specified in the IFB. Food service management companies are prohibited from posing any alternative forms of bid bonds. Cash, certified checks, letters of credit, and escrow accounts, are NOT acceptable substitutes for bid bonds. The bond must be from one of the companies listed in the most recent issue of the U.S. Department of Treasury Circular 570, which is available from the Government Printing Office for a small fee. Sponsors may obtain a copy by calling (202) 512-1800, or by downloading at: <http://www.fms.treas.gov/c570/index.html>.

Food service management companies must provide meals that are individually proportioned, packaged, delivered, and served as a unit. The milk or juice may be packaged and provided separately but must be served with the meal unit.

Sponsors are responsible for sampling meals and disallowing payment for meals that fail to meet minimum standards. The entire meal must be disallowed for reimbursement if any component does not meet minimum standards.

A final summary of sites, dates, delivery items, and meal counts, as indicated in Schedule A, will be provided to contractor. According to the state regulations, sponsors may increase or decrease the number of meals specified in the invitation for bid and contract after notifying the food service management company.

GENERAL CONDITIONS

B-1 CONSIDERATION OF BIDS.

All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.

B-2 UNACCEPTABLE BIDS.

No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

B-3 REJECTION OR ACCEPTANCE OF BIDS.

The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid. In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.

Bidders must present evidence to the Commissioner of Purchases and Supplies, when required by him to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.

B-5 WITHDRAWAL OF BID.

No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.

B-6 TIME OF AWARD.

The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.

Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.

B-7 AWARD CONTRACT.

No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

B-8 PERFORMANCE BOND.

Contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. A performance bond is not required for standard purchase and requirements contracts awarded in the amount of \$500,000.00 or less, except that standard purchase and requirements contracts that are labor and materials contracts including, but not limited to painting, carpentry, plumbing, electrical, masonry, landscaping, snow plowing, fencing and trucking over \$100,000 but not more than \$250,000 shall require a bond of at least twenty-five percent of the contract price, and over \$250,000 but not more than \$500,000 shall require a bond of at least fifty percent of the contract price. The above policy notwithstanding, the City of Cleveland reserves the right to require a performance bond in various amounts or to modify the performance bond requirement whenever it is determined to be in the best interest of the City of Cleveland to do so.

B-9 RELEASE OF BOND.

Whenever a performance bond is required, the performance bond will not be released until all the provisions of the contract have been fulfilled.

B-10 CANCELLATION OF CONTRACT.

The City shall have the right to cancel this contract on five (5) days written notice if, in the opinion the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel this contract, without cause, upon fifteen (15) days written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

a. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance or other disposal of the contract shall be valid until filed in the office of the Commissioner of Accounts.

b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

c. The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

d. The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

e. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

f. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: <http://www.city.cleveland.oh.us>.

B-12 DELAY FOR CAUSES BEYOND CONTROL.

If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

B-13 PATENTS.

The Contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

B-14 DELIVERY.

The vendor shall adhere to all stipulated delivery terms (e.g., material / service delivery upon a pre-set schedule, upon orders being placed, etc.). All service performance / material deliveries should be made only if the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to

cover the full costs of the service being performed or materials being delivered. The City will not pay vendors for goods or services that are either delivered to the City under an invalid or unauthorized PO or were ordered using an expired contract. The City is not responsible for, and will not pay for, goods or services delivered to the City that are not authorized under the PO and contract under which a sale was purportedly made. Therefore, the vendor must not perform any services nor deliver any materials without a valid, open PO that authorizes the services / materials and that carries a sufficient free balance to cover the services / materials.

Upon delivery, some form of delivery documentation must be left with the City of Cleveland Department. For service performed, some Proof of Service documentation must be given to a City employee. For materials delivered, some Proof of Delivery or Packing Slip must be given to a City employee. In all instances, the delivery documentation must be signed and dated by a City employee in order to substantiate the services provided or materials delivered were as indicated on the documentation. City employees are charged with performing this verification, so vendors should allow adequate time for this review to occur. Failure to provide some delivery documentation, which received a City signature and date upon delivery, may result in payment delays.

B-15 LABORATORY TEST.

The City of Cleveland reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at an independent laboratory to be designated by the Commissioner of Purchases and Supplies of the City of Cleveland. Where the result of such test shows the materials, equipment or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

B-16 FAILURE TO MEET SPECIFICATIONS.

The delivery of any material, supplies or equipment or the performance of any work or services under the contract which do not conform to contract specifications will be rejected and the contractor notified immediately in writing of such rejection and the reason therefore. If the time for performance has not expired, and the contractor wishes to remedy the deficient materials, supplies or equipment or performance, it may notify the Commissioner of Purchases and Supplies of its intention to cure and may within ten (10) days make a conforming delivery of performance unless such time is extended in writing by said Commissioner. If said contractor fails to replace such nonconforming materials, supplies or equipment or otherwise cure such deficient performance of work or services, the City of Cleveland will purchase such materials, supplies or equipment or obtain the performance of such work or services of the character required on the open market or in case of work and services, by performance by City employees. In such event, the contractor and his surety shall be liable to the City for any excess costs and expenses thereby incurred.

B-17 SAFEGUARDS.

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.

B-18 STATE OR FEDERAL TAXES.

- a. The City of Cleveland is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.
- b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.
- c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

The contractor shall be and remain an independent contractor with respect to all services performed under said contract, and agrees to and accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law, which are measured by the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials and said contractor also agrees to indemnify and save harmless the City of Cleveland from an such contributions or taxes or liability therefore.

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

The freight prices made in the bid are to be in accordance with lawful freight or cartage charges in existence at the time the bid is made, and contract prices shall be increased or decreased by changes in the freight or cartage rates, provided that claims for additional freight or cartage be presented to the City of Cleveland within thirty (30) days after said advance in freight or cartage rates becomes effective. Reductions in freight or cartage prices will be deducted from the contract price.

B-21 INVOICING AND PAYMENT.

The Contractor shall submit invoices that appropriately reflect the work performed. Original Invoices must be typed and legible. The City of Cleveland does not pay from duplicates or copies. Each invoice must be mailed as specified below:

- Original invoice to address as shown on Purchase Order under "BILL TO:"
- Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked "COPY".
- Address invoice questions first to the ordering department. The Division of Accounts will assist if the Department is unable to resolve the question.

The failure to deliver copies of invoices to the indicated location may lead to delays in payment.

Invoices submitted by the Contractor for payment must include the following information:

- Contractor Name, as it appears on the Contract;
- Contractor Mailing Address;
- Contractor Telephone Number;
- Contractor Facsimile Number;
- Contract Number;
- Purchase Order (PO) Number under which the work being invoiced was authorized;
- Contractor Invoice Number, which must be a unique (non-recurring) number;
- Invoice Date, reflecting the date that the invoice itself was issued to CWD;
- Timeframe that the invoice covers;
- A detailed itemization of labor and materials provided, including:
 - Date that work was performed / material delivered,
 - Location for each item of service performed / material delivered,
 - Line Item Number from the Contract's Schedule of Items (SOI) that is being invoiced,
 - Quantity of items being invoiced under each Line Item,
 - Unit Cost of each Line Item,
 - Extended Cost by each Line Item.
- delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a City of Cleveland employee;

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-1922166. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

Any applicable discounts, as stipulated through the contract and/or PO, must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is erroneous or does not include the above required information, the City shall inform the supplier as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City. The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice.

B-22 EQUAL OPPORTUNITY.

This contract is a contract, and contractor is a contractor within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, the contractor shall comply with all terms, conditions and requirements imposed on "contractor" in the Equal Opportunity Clause, Section 187.22(b) of

the Codified Ordinances of Cleveland, Ohio 1976, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract of agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom the contractor may deal.

PARAGRAPHS B-23 AND B-24 APPLY ONLY IF THE REQUIREMENT CONTRACT BID BLOCK IS MARKED ON BID PAGE 1 OF BID AND ON BID FORM.

B-23 DURATION OF CONTRACT.

The proposed contract shall be effective upon its execution and approval by the Director of Law of the City of Cleveland and, for the purpose of accepting delivery, shall continue in full force and effect for the period specified in the specifications and/or the Schedule of Items section of the bid, unless otherwise indicated.

B-24 REDUCTION IN PRICES.

The contractor agrees that if the price to the general trade is reduced while the contract is in effect, the City of Cleveland will receive the benefit of such reduction immediately. However, if the contract price is below the price to the general trade at the time the contract is awarded, the reduction provision will be effective only when the recognized price to the general trade reaches a level lower than the contract price or when the contractor reduces his own price to a level lower than the contract price.

B-25 EIGHT-HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION.

The Contractor agrees that it shall comply with the following provisions of the Charter of the City of Cleveland, which are, respectively, as follows:

Section 196. Except in case of extraordinary emergencies, not to exceed eight (8) hours will constitute a day's work and not to exceed forty eight (48) hours a week's work, for any City employee of the City of Cleveland in the classified service thereof, and for any workmen engaged in public work carried on or aided by the municipality whether done by contract or otherwise. The Council shall by ordinance, provide for the enforcement of the provisions of this section.

Section 197. Every contract for public work entered into by the City of Cleveland shall contain, and no contract shall be entered into unless it contains the following stipulations:

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland for similar or like work; but if said City has not established a rate of wages for any particular class of work to be performed under the terms of this contract, then said employees shall be paid wages not less than are generally paid therefore by others employing union labor in said City.

The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the Contract there will be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

B-26 LAWS, PERMITS, AND REGULATIONS

The contractor shall comply with all applicable laws of the Federal government, State, ordinances of the City or other municipality in which the work or services are being done and all applicable regulations and any authorized regulations, and shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law or by the contract documents.

SERVICES, LABOR & MATERIALS – IF THIS CONTRACT IS FOR WORK, SERVICES, OR LABOR & MATERIALS, B-27, 28 AND B-29 APPLY

B-27 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS.

If this contract contains labor, whether in part or in all, the contractor shall, in all cases during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. He shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to. A copy of the official certificate or receipt showing the payments hereinbefore referred to, shall be submitted with the bid, or, if not included with the bid, shall be submitted with the signed contract. No work shall be commenced, or payments made, until the certificate or receipt is received by the City. The contractor shall maintain continuous coverage throughout the contract and shall notify the City in writing within 24 hours of receipt of notice of cancellation or reduction of coverage.

B-28 INDEMNITY

Contractor shall indemnify, defend, and hold harmless the City of Cleveland, Ohio, its officers, agents, and employees from all claims, demands, liabilities, loss, suits, causes of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission by Contractor or its agents, employees, subcontractors or suppliers, in performing work or services or furnishing labor and materials under this contract. This indemnification right is in addition to any other indemnification or contribution right of any indemnified party and shall survive completion of the work or services or furnishing of labor and materials.

B-29 WARRANTY

Contractor warrants, in addition to any other express or implied warranty required by law or the contract, that all work and services performed under this Agreement will be of good quality, free from faults and defects, conform to the contract documents, performed in a workmanlike manner according to good usage and

accepted practice, resulting in a merchantable product, and fit and suitable for their intended purpose, and that materials supplied will be of good quality and free from all defects, latent or patent.

B-30 OHIO CAMPAIGN FINANCE LAW

Pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this document:

"Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1)."

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

B-31 TITLE 48 C.F.R. ETC:

Certification Re: Federal Debarment, Suspension, Ineligibility or Voluntary Exclusion: Title 48 Code of Federal Regulations, Part 9, and other regulations, preclude the City from participating in a covered transaction, as defined in subpart 9.4, with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. By signing and submitting this document, the bidder certifies to City that it, its principals, any subcontractors, and subcontractor principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 2) Have not within the three-year period immediately preceding the submission date of this document been convicted of or had a civil judgment rendered against them personally or the company for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; or,
- 4) Have not within the three-year period immediately preceding submission date of this document had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of these statements in this certification, such prospective participant must attach a written explanation to this bid. Failure or inability to certify to any of these statements may be cause for rejection of the bid.

The Federal Debarred Listing is available at <http://www.epls.gov/>

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Code of Federal Regulations, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

Rev 082312 jeh
Rev 1226/13rn

SUPPLEMENTAL
NOTICE TO BIDDERS

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES
DISCLOSURE

Each bidder and/or appropriate parties should complete the DISCLOSURE and submit it with the bid, if possible. If not submitted with the bid, it must be completed and submitted to the Commissioner of Purchases and Supplies prior to any contract being awarded by the City. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two years.

CHECK WHICHEVER IS APPLICABLE:

A. ☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph A. is checked, proceed to the signature line.)

B. ☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

C. ☐ The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believe shows compliance with the stipulation contained in this paragraph C.

Name of Contractor or Subcontractor

By: _____

Title: _____

*"Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Natoya J. Walker Minor, Director
Office of Equal Opportunity



MAYOR'S OFFICE OF EQUAL OPPORTUNITY
PARTICIPATION INFORMATION FORM
(Requirement and Standard Contracts)

The Subcontractor Participation Goals for this contract are:

20% CSB Participation

A searchable database of all CSB Subcontractors eligible to fulfill these subcontractor participation goals can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20ppportunity>

Click on [CSB/MBE/FBE Registry](#).

EQUAL OPPORTUNITY CLAUSE

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."

**City of Cleveland
Mayor's Office of Equal Opportunity**

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 was enacted to increase the participation of minority-owned business enterprises, female-owned business enterprises, and local small business enterprises in City of Cleveland contracting. The Code also works to ensure that Contractors doing business with the City do not use discriminatory employment practices. Failure to comply with the Cleveland Area Business Code or with representations made on the attached Schedules may result in rejection of part or all of the bid, and/or cancellation of the contract.

2. Definitions:

As used in this Notice to Bidders and the attached OEO Schedules, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.
- (d) "City" means the City of Cleveland, Ohio.
- (e) "City of Cleveland Small Business" or "CCSB" means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) "Cleveland Area Small Business" or "CSB" means a Business Enterprise certified under division (a) of Section 187.03.
- (g) "Cleveland Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.
- (h) "Contract" means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (i) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City

enters into a particular Contract.

- (j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.
- (k) "Director" means the Director of the Office of Equal Opportunity.
- (l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) "Local Producer" means a Person that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2)
 - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
 - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
 - C. supplies goods by performing a Commercially Useful Function; or
 - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) "Local Sustainable Business" means a Business Enterprise that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

(2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

The following documents must be completed, signed and submitted as part of the Contractor's bid or proposal for any City of Cleveland contract over \$50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

Schedule 1: PROJECT CONTACT INFORMATION FORM

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign and submit Schedule 1 and include it with its bid or proposal.

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the

certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project, and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer, and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer will indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of the bid or proposal.

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and/or a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity, and reserves the right to reject any or all bids.

4. Equal Employment Certification:

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor's recruitment, selection, and advancement processes.

Each contractor's affirmative action program shall contain the following components:

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
 - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
 - (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

5. CSB Certification:

Each Bidder, Proposer or subcontractor representing itself as a Cleveland Area Small Business (CSB) in the OEO Schedules shall be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

There are two classifications of CSBs:

A City of Cleveland Small Business (CCSB) is a CSB headquartered within the City of Cleveland.

A Regional Cleveland Small Business (RCSB) is a CSB headquartered within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

- (1) It is a Small Business Enterprise;
- (2) It has its principal office located physically in Cuyahoga County; and
- (3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in the Cleveland Contracting Market.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration, or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

6. CSB Contract Participation

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

Where other, project-specific goals have not been set in the bid or proposal documents, the standard CSB subcontractor participation goals are:

| | |
|----------------------------------|--|
| Construction Contracts: | 30% CSB Subcontractor Participation |
| Professional Services Contracts: | 10% CSB Subcontractor Participation |
| All Other Contracts: | 20% CSB Subcontractor Participation |

The Contracting Departments may, in consultation with the Director, increase or decrease these participation goals for a particular contract. When the goals are changed, the change will be noted in the bid or proposal documents.

Each Bidder or Proposer shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

7. MBE/FBE Certification:

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) in the OEO Schedules shall be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

A business is eligible for certification as a Minority Business Enterprise (MBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Minority Persons who have at least 51% ownership;
- (2) The Minority Persons who own the Business Enterprise have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

A business is eligible for certification as a Female Business Enterprise (FBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Females who have at least 51% ownership;
- (2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

8. MBE and FBE Contract Participation

The City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) through its contracting activities, and the City intends to Contract with firms that shares that commitment. Under this policy, each Contracting Department will use its best efforts to promote the participation of MBEs and FBEs as both prime contractors and subcontractors in all City Contracts. In turn, Bidders and Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.** When specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

9. MBE/FBE Bid Discounts:

Contracting Departments may apply a Bid Discount of five percent (5%) for bids received from certified MBE and FBE Bidders to remediate past or present discrimination, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Bid Discounts.

10. MBE/FBE Evaluation Credits:

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated.

11. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:

Contracting departments may apply a bid discount for bids received for public improvement contracts in the amount of five percent (5%) of the portion of the total amount of the goods, labor, and materials that the bidder represents it will subcontract to one or more MBEs and FBEs, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination.

If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

12. CSB Bid Discounts:

If a Contracting Department does not apply an MBE or FBE Bid Discount to one or more bids for the award of a Contract, the Contracting Department may apply a Bid Discount in the following amounts for bids received from CSB prime contractors:

A Bid Discount of five percent (5%) for bids received from CCSBs.

A Bid Discount of five percent (5%) for bids received from RCSBs, provided no bids are received from CCSBs.

13. CSB Evaluation Credits:

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

(1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.

(2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

14. CSB Subcontracting Bid Discounts and Additional Retainage:

Contracting Departments may apply a Bid Discount to bids received for a Public Improvement Contract in the amount of five percent (5%) of the portion of the total amount of labor and materials that the Bidder represents it will subcontract to one or more CSBs. This provision does not apply, however, if a Bid Discount has been applied for MBE or FBE subcontractor participation,

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

15. LPE and SUBE Certification:

A Bidder or Proposer may qualify as a Local Producer, a Local-Food Purchaser or a Local Sustainable Business under the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code, Chapter 187A of the Codified Ordinances of the City of Cleveland. Each Bidder or Proposer representing itself as a Local Producer (LPE), or a Local Sustainable Business (SUBE) shall be certified with the Office of Equal Opportunity prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

16. LPE and SUBE Bid Discounts:

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

A Bid Discount of two percent (2%) for bids received from LPEs.

A Bid Discount of two percent (2%) for bids received from SUBEs.

17. LPE and SUBE Evaluation Credits:

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

An Evaluation Credit of two percent (2%) for proposals received from LPEs.

An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

18. Maximum Annual Subcontracting Program Benefit:

In an effort to encourage wide participation in the CSB, MBE and FBE subcontracting programs, the City of Cleveland has a policy which may limit the amount of subcontracting credit that a single CSB, MBE and/or FBE subcontractor can provide in a single year. When the CSB, MBE and/or FBE subcontractor has reached this maximum subcontracting dollar value, its participation in future contracts will not be counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

19. CSB/MBE/FBE Manufacturer and Supplier Participation:

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials or adds value by substantially altering them before resale.

Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process. A business enterprise is a supplier performing a commercially useful function in the supply process" when it:

- (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials; and
- (2) Is recognized as a supplier, distributor or reseller by the manufacturer or producer of the contracted supplies and materials; and
- (3) Owns or leases a warehouse, yard, building or other facilities or uses such as means as are customary in the industry for the purpose of maintaining an inventory of or supplying such supplies or materials from which it supplies its customers; and
- (4) Distributes, delivers, and/or services products primarily with its own staff and/or equipment.

If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a commercially useful function in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE

participation on the contract.

20. Joint Ventures:

Participation of CSBs, MBEs and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE Joint Venture Certification Application is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

21. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 1, the Schedule of Subcontractor Participation.

22. Subcontractor Participation Compliance Monitoring

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at <http://cleveland.diversitycompliance.com>, or through a link on the Office of Equal Opportunity's website at <http://city.cleveland.oh.us/o eo>.

Each month during the contract, the prime contractor (or direct contract-holder with the City) will report payments to ALL subcontractors through the B2Gnow system. This monthly reporting information includes total payment in dollars made to the subcontractor, record of invoices satisfied, record of checks or other payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

OEO offers regular training sessions in the use of the B2Gnow system. Please contact OEO at 216-664-4152 to schedule training. Online training options are also available through the B2Gnow system.

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

Community Benefit Policies:

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW
- CODIFIED ORDINANCE 189 LIVING WAGE
- Green Building Standards, Office of Sustainability

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.



**City of Cleveland
Office of Equal Opportunity
Schedules Checklist**

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

Schedule 1: Project Contact Information Form

- ☐ Is all requested contact information included?
- ☐ Is the form complete and signed?

Schedule 2: Schedule of Subcontractor Participation

- ☐ Did you specify the total dollar amounts for each subcontract?
- ☐ Did you verify that each subcontractor is certified for the type of work to be performed?
- ☐ Is the form complete and signed?

Schedule 3: Statement of Intent to Perform as a Subcontractor

- ☐ Did the subcontractor specify the total dollar amount of the subcontract?
- ☐ If applicable, has the re-subcontracting section been completed?
- ☐ Is the form complete and signed by the subcontractor?

Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification

- ☐ Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- ☐ If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- ☐ Is the form complete and signed?

City of Cleveland - Office of Equal Opportunity
SCHEDULE 1: PROJECT CONTACT INFORMATION FORM



| | |
|-----------------------|--|
| Project Name: | |
| Bidder/Proposer Name: | |

Part I: Bidder Information

| | | | | | | |
|---|------------------------------|------------------------------|------------------------------|-------------------------------|------------------------------|------------------------------|
| Contractor's Full Legal Name: | | | | | | |
| Contractor's Address: | Federal Tax ID Number (EIN): | | | | | |
| City: | State and Zip: | | | | | |
| Contractor's Principal Officer Name: | Phone Number: | | | | | |
| Contractor's Main Email Address: | | | | | | |
| Contractor's Authorized OEO Representative Name: | Phone Number: | | | | | |
| Authorized OEO Representative Email Address: | | | | | | |
| Are you Certified with the Office of Equal Opportunity? Check all that apply: | <input type="checkbox"/> CSB | <input type="checkbox"/> MBE | <input type="checkbox"/> FBE | <input type="checkbox"/> SUBE | <input type="checkbox"/> LPE | <input type="checkbox"/> SFP |

Signature: _____ Date: _____
Bidder/Proposer Representative:

Title:



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

| | |
|-----------------------|--|
| Project Name: | |
| Bidder/Proposer Name: | |

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE Subcontractor listed is certified to perform the particular type of work they are expected to perform for the contract.

| Subcontractor: | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | Part 3: SUBCONTRACT AMOUNT |
|---|---------------------------|--|----------------------------------|
| Address: | | | \$ |
| City, State, Zip: | | | \$ |
| OEO Compliance Contact: | | | \$ |
| Contact Email Address: | | | \$ |
| Contact Phone: | | | \$ |
| Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/> | | | \$ |
| Federal Tax ID#/EIN: | | | \$ |
| TOTAL | | | \$ |

| Subcontractor: | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | Part 3: SUBCONTRACT AMOUNT |
|---|---------------------------|--|----------------------------------|
| Address: | | | \$ |
| City, State, Zip: | | | \$ |
| OEO Compliance Contact: | | | \$ |
| Contact Email Address: | | | \$ |
| Contact Phone: | | | \$ |
| Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/> | | | \$ |
| Federal Tax ID#/EIN: | | | \$ |
| TOTAL | | | \$ |

The prime contractor may not substitute subcontractors between the submission of bids and award of the contract. After the contract is awarded, the prime contractor may not substitute or shift subcontractors without written approval of the Director of OEO. When there are CSB, MBE and/or FBE goals established in the bid specifications, subcontractor substitutions must preserve the original bid participation percentage, unless the Director waives the requirement. The undersigned agrees that if awarded a contract, it will enter into a written agreement with each subcontractor listed above. If the total contract amount increases, the contractor shall use its best efforts to preserve the original CSB, MBE and/or FBE participation percentages for that increased amount.

| | | | |
|----------------------------|--|-------|--|
| Authorized Representative: | | | |
| Signature: | | Date: | |



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION
ADDITIONAL SUBCONTRACTOR FORM

| | |
|-----------------------|--|
| Project Name: | |
| Bidder/Proposer Name: | |

| Subcontractor: | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | | Part 3: SUBCONTRACT AMOUNT |
|---|---------------------------|--|--|----------------------------------|
| Address: | | | | \$ |
| City, State, Zip: | | | | \$ |
| OEO Compliance Contact: | | | | \$ |
| Contact Email Address: | | | | \$ |
| Contact Phone: | | | | \$ |
| Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/> | | | | \$ |
| Federal Tax ID#/EIN: | | | | \$ |
| | TOTAL | | | \$ |
| Subcontractor: | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | | Part 3: SUBCONTRACT AMOUNT |
| Address: | | | | \$ |
| City, State, Zip: | | | | \$ |
| OEO Compliance Contact: | | | | \$ |
| Contact Email Address: | | | | \$ |
| Contact Phone: | | | | \$ |
| Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/> | | | | \$ |
| Federal Tax ID#/EIN: | | | | \$ |
| | TOTAL | | | \$ |
| Subcontractor: | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | | Part 3: SUBCONTRACT AMOUNT |
| Address: | | | | \$ |
| City, State, Zip: | | | | \$ |
| OEO Compliance Contact: | | | | \$ |
| Contact Email Address: | | | | \$ |
| Contact Phone: | | | | \$ |
| Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/> | | | | \$ |
| Federal Tax ID#/EIN: | | | | \$ |
| | TOTAL | | | \$ |



City of Cleveland - Office of Equal Opportunity
SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

| | |
|-----------------------|--|
| Subcontractor Name: | |
| Bidder/Proposer Name: | |
| Project Name: | |

Subcontractor is a: ☐ CSB
☐ MBE
☐ FBE

Have you (subcontractor) been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year? ☐ Yes ☐ No

The undersigned prospective subcontractor intends to perform work or furnish supplies/materials in connection with the contract as a (check all that apply):

- ☐ Individual
- ☐ Corporation organized and existing under the laws of the State of _____
- ☐ Proprietorship,
- ☐ Partnership, or
- ☐ Joint Venture consisting of _____

The CSB, MBE or FBE status of the undersigned contractor is confirmed in the Office of Equal Opportunity's registry of certified CSBs, MBEs and FBEs. The contractor is prepared to perform the following work items or parts thereof for the above contract.

| Part 1: SPEC ITEM #s | Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS | Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS |
|----------------------------|--|--|
| | | \$ |
| | | |
| | | |
| | | |

RE-SUBCONTRACTING

The undersigned prospective subcontractor will re-subcontract work on this contract:

- ☐ Yes (If Yes, fill out a "Blank" Schedule 2 and indicate the subcontractors being used as 2nd Tier subcontractors.)
☐ No

The undersigned prospective subcontractor will enter into a written agreement with the Bidder or Proposer for the above work items after the award, but prior to the execution of the contract with the City of Cleveland.

| | | | |
|--|--|-------|--|
| Authorized Subcontractor Representative: | | | |
| Signature: | | Date: | |



City of Cleveland - Office of Equal Opportunity
SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR
UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

| | |
|-----------------------|--|
| Project Name: | |
| Bidder/Proposer Name: | |

Note: Prime contractors are expected to use good faith efforts in utilizing CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in finding and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

Section A:

Please check one of the following:

- ☐ 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- ☐ 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If Box 1 is checked, no further documentation is necessary. Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.

Section B:

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor did not meet the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- ☐ 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. Please use the unavailability letter codes found on the following page.

| CONTACTED CONTRACTOR | PROPOSED WORK/SUPPLIES | REASON FOR UNAVAILABILITY | DATE OF CONTACT | DATE RESPONSE RECEIVED |
|----------------------|------------------------|---------------------------|-----------------|------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

- ☐ 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a detailed explanation of the nature of the work and the reasons that additional subcontracting is not possible on a separate attached page.

| | | | |
|----------------------------|--|-------|--|
| Authorized Representative: | | | |
| Signature: | | Date: | |